

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBE204	CLOSING DATE:	08 May 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS FOR SCHOOL MONITORING SURVEY 2025-2026				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN ENTRANCE / RECEPTION, SOL PLAAJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Dr S Taylor	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 4156	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	Taylor.s@dbe.gov.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 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.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE204
CLOSING DATE : 08 May 2025
TIME : 11:00

Non-compulsory briefing session will be held as follows:

DATE : 17 April 2025
VENUE : Microsoft Teams
TIME : 10:00 until 11:00
CONTACT PERSON : Ms Nthabiseng Metula
TEL : (012) 357 3134

Bidders who are interested in joining the session should send their email address to Tenders@dbe.gov.za, a day before the date of the session for logistics purposes. The due date is 16 April 2025

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid Number: DBE204
Closing Time: 11:00	Closing date: 08 May 2025

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
		Appointment of a service provider or a consortium of service providers for school monitoring survey 2025-2026. Refer to paragraph 9.1.(b) of the Terms of Reference	R.....

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS FOR SCHOOL MONITORING SURVEY 2025-2026

1. BID DESCRIPTION

The appointment of a service provider or a consortium of service providers to conduct the School Monitoring Survey 2025-2026.

2. AIM

- 2.1 The DBE aims to appoint a suitable service provider or a consortium of service providers to conduct the 2025/2026 School Monitoring Survey over a 24-month period.

3. BACKGROUND

3.1 In the 2011/12 financial year, the Department of Basic Education (DBE) obtained the services of an external provider to monitor progress towards the achievement of some of the goals and indicators set out in the sector plan, Action Plan to 2014: Towards the Realisation of Schooling 2025 (Action Plan 2014) and the Delivery Agreement for Outcome 1: Improved quality of basic education. This was done through the School Monitoring Survey 2011/12 (SMS 2011/12) which used a range of indicators aligned with the sector plans to measure system performance nationally. The School Monitoring Survey focussed specifically on gathering information that is not available in other systems, such as the Education Management Information System (EMIS), or as a verification measure for selected indicators.

3.2 In line with the National Development Plan (NDP), the planning horizon has shifted from 2025 to 2030. In 2015, the Minister of Basic Education approved the release of an updated sector plan, the Action Plan to 2019: Towards the Realisation of Schooling 2030 (Action Plan 2019) which is currently been updated. Action Plan 2019 reiterates many of the priorities outlined in the previous plan, yet incorporates recent sector developments, lessons learnt, and the President's strategic priorities towards the NDP. To measure education

sector performance since the SMS 2011/12, the DBE commissioned a follow-up SMS 2017/18. The SMS 2017/18 reports were publicly released in 2019.

3.3 The DBE intends to continually measure sector trends against Action Plan indicators and, as such, this document serves to set out specifications for the fourth SMS which will take place during 2025. The SMS 2025 needs to align with the benchmarks established by the SMS 2022, aiming for a level of performance comparable to that of the SMS 2017/18, with the SMS 2011/12 serving as the foundational baseline.

3.4 The Action Plan is directed at a broad range of stakeholders involved in the momentous task of transforming South Africa's schools. These stakeholders include parents; teachers; school principals; officials at the district, provincial and national levels; members of Parliament; leaders in civil society organisations including teacher unions; private sector partners; researchers; and international partner agencies such as the United Nations Children's Fund (UNICEF) and the World Bank. Three Action Plans have been developed to date: 2014, 2019, and the 2024 version which is currently in draft format.

3.5 The Action Plan provides continuity insofar as it follows the basic structure of the previous sector plan and will outline sector priorities for the next 5 years. This new sector plan aims to be aligned with the priorities of the new administration. The 27 Action Plan goals cover a broad range of issues. Of these 27 goals, 13 deal with performance and participation outcomes, and 14 deal with the 'how' of realising these outcomes. To promote focus within the system, however, five of the 27 goals remain priority goals. These deal with grade R, teacher development, learning materials, school management, and support by district offices. The most recently published Action Plan at the time of the project's inception will serve as an important reference document for this work.

4. SCOPE OF WORK

4.1 Below, the outputs of the SMS 2025 as currently envisaged by the DBE are discussed. For each, the general conceptual framework, and desired effect are explained. The service provider, in its proposal, should show an understanding of the previous SMS 2011/12, SMS 2017/18, and SMS 2022 to ensure comparability as far as possible (the questionnaires from previous surveys will be made available after the appointment of the service provider). The service provider should feel free to be innovative in their approach, provided the project outcomes are achieved.

4.2 The SMS 2025 will focus only on 13 of the Action Plan indicators. In addition to the 13 Action Plan indicators, information on 8 (eight) areas of priority for the sector will be required. All 13 indicators and 8 priority areas will be covered across both the quantitative on-site data collection in 2000 schools and an online research survey aspect of the project. The online research survey will allow for a deeper investigation into a few of these areas as well as new ones.

4.3 The details on the Action Plan indicators and the additional priority areas are provided below in Table 1 and paragraph 4.5. The 13 indicators and 8 areas of policy priority will be dealt with using a quantitative on-site survey in a large sample of schools (to be described in Section 5) and an online research survey. The number of additional priority areas will be limited to 8, but the selection of those 8 areas will be finalised at the time of questionnaire development.

4.4 Details on the rationale and methodology for the indicators are provided in the full version of the previous Sector Plan, Action Plan 2014. This should be read in addition to the Action Plan 2019, the draft Action Plan 2024, and all other strategic documents detailed in the Terms of Reference. The previous SMS reports 2011/12, 2017/18, and 2022 contain methods of calculations and contextual issues around each indicator, and the service provider would need to familiarise themselves with these reports to ensure comparability. Table 1 lists indicators and some of the issues that would need to be taken into consideration, however, this is not exhaustive and more details will be worked on at the questionnaire design phase. Details on the calculation of baseline values can be found in the second detailed indicator report for the basic education sector, which was completed in 2014 as well as the SMS report 2017/18 and 2022. Further details on reference documents are specified within each indicator. These documents are available on the DBE website.

Table 1. ACTION PLAN INDICATORS

	INDICATORS	MEASUREMENT ISSUES
1.	The percentage of schools where allocated teaching posts are all filled	<p>It is critical to know and understand where there are vacancies. The following two issues should be part of the key questions, amongst other considerations:</p> <ul style="list-style-type: none"> -(teaching) posts that are filled by temporary educators -(teaching) posts that are filled by permanent educators

		<p>Very importantly, a problem in the 2011/12 SMS questionnaires resulted in it not being possible to gauge when empty posts were publicly paid and when they were privately paid (or paid by the school governing body). It is essential that this distinction clear. The survey should collect data on all teachers across the school but the information for grade R teachers should be reported separately.</p> <p>The key source for this indicator is the School Monitoring Survey 2017/18. Details on the calculation of baseline values can be found in the report <i>Technical Report School Monitoring Survey 2017-18</i>, completed in 2018.</p>
2.	The average hours per year spent by teachers on professional development activities	<p>According to the Action Plan to 2019, all educators should spend 80 hours by 2030 on professional development activities. This should be taken into account when measuring this indicator.</p> <p>Details should include the types of professional development (self, school and externally-initiated) activities undertaken, amongst other considerations.</p>
3.	The percentage of teachers absent from school on an average day	<p>It is critical to define "absenteeism" in this context, taking into account "absence from school due to leave".</p> <p>The current attendance measures linked to PERSAL should be considered for comparability to other attendance measures in the system.</p>
4.	The percentage of learners having access to the required textbooks and workbooks for the entire school year	<p>The DBE provides selected learner resources including workbooks and supplementary textbooks. It is critical to define what is meant by "access" in this context, and to be familiar with which workbooks and textbooks are provided in which grades; and to differentiate between DBE-provided textbooks and other textbooks.</p> <p>The methodology for counting learners with and without books in the class, and the reasons for not having books; how national workbooks and textbooks are used to</p>

		<p>complement each other; and how the sharing of books is organised where there is not a one-to-one ratio of books to learners, must be indicated.</p> <p>Information on this indicator must be clearly collected, measured and articulated.</p>
5.	The percentage of learners in schools with a library or media centre fulfilling certain minimum standards	Measuring this indicator should be informed by the <i>National Guidelines for School Library and Information Services</i> and measured according to the different types of library and media resources indicated.
6.	The percentage of schools producing the minimum set of management documents at the required standard.	<p>The management documents referred to in this indicator include, amongst others, a school improvement plan, an annual report, attendance registers, and learner mark schedules.</p> <p>This information should be collected in consultation with district offices that oversee school management documentation with a verification sample collected from schools as well as other relevant sources identified.</p>
7.	The percentage of schools where the School Governing Body (SGB) meets the minimum criteria in terms of effectiveness	<p>It is critical to determine to what extent SGBs are fulfilling their basic administrative duties, and whether the required documentation and procedures are in place.</p> <p>This should include oversight on the school improvement plan, school vacancies and the use of assessment results.</p> <p>Credible evidence supporting findings on this indicator should be provided in addition to the completion of questionnaires, this could include a sample of SGB meeting registers, minutes, and key documentation as well as other relevant documents.</p>
8.	The percentage of learners in schools that are funded at the minimum level	Measuring this indicator should be informed by the <i>Norms and Standards for School Funding</i> , which sets out the minimum monetary target for the school allocation in terms of the Quintile ranking of the school. Thus the minimum standard for this Indicator is whether schools receive

		funding per learner which is in line with the national allocation.
9.	The percentage of schools which comply with nationally determined <i>minimum</i> physical infrastructure standards	<p>Measuring this indicator should be informed by <i>Regulation 920 of 2013 and revised regulations published in 2024</i>. Reference should also be made to the <i>National Education Infrastructure Management System (NEIMS)</i> definitions of fencing, water, and sanitation amongst other sources.</p> <p>This includes required standards such as running water; working electricity; school premises that are fenced; and separate toilets for boy learners, girl learners, and teachers respectively (flush toilet, VIP or Enviro-loo only – bucket, chemical or mobile toilets are not included).</p>
10.	The percentage of schools with at least one educator who has received specialized training in the identification and support of special needs	<p>Measuring this indicator should be informed by the <i>Education White Paper 6 on Special Needs Education: Building an Inclusive Education and Training System</i>, and, <i>Conceptual and Operational Guidelines for the Implementation of Inclusive Education</i>.</p> <p>This should include the rating of teacher confidence in identifying and supporting special needs education.</p>
11.	The percentage of schools visited at least twice a year by district officials for monitoring and support purposes.	Measuring this indicator should be informed by the <i>Guidelines on the organisation, roles and responsibilities of education districts</i> , amongst other credible standards.
12.	The percentage of school principals rating the support services of districts as being satisfactory	<p>Measuring this indicator should be informed by the <i>Guidelines on the organisation, roles and responsibilities of education districts</i>, amongst other credible standards.</p> <p>The measure should include the following:</p> <ul style="list-style-type: none"> - type of support provided - who provides support to schools, SMT, teachers, etc. - perceptions of principals about support provided - perceptions of teachers about support provided - planning

		- oversight and accountability mechanisms undertaken
13.	The percentage of learners who cover everything in the curriculum for their current year on the basis of sample-based evaluations of records kept by teachers and evidence of practical exercises done by learners.	The Curriculum and Assessment Policy Statements (CAPS) and national workbooks, serve as important reference documents on what work should have been covered by specific weeks of the year. An assessment tool is also being developed by the DBE to accurately measure curriculum coverage and this could be used in the SMS instruments.

ADDITIONAL PRIORITY AREAS:

4.5 Over and above the 13 Action Plan indicators, the DBE has preliminarily identified the following 9 priority policy areas in the sector. However, these are subject to change and will be finalised at the time of project inception. The eight (8) emerging research areas preliminarily identified are:

- a) School Safety and violence (including co-curricular support)
- b) Assessments (includes School-Based Assessments, the General Education Certificate and external assessments),
- c) Dropout (challenges and strategies affecting schools),
- d) Inclusive Education,
- e) Issues of school admission processes and fees (including exemptions),
- f) Mother Tongue-based Bilingual Education (including assessments),
- g) Education Technology (exploring schools' current use and attitudes towards new technologies), and
- h) Coding & robotics and Practical subjects (e.g. CAT; LTSM, labs, teachers with ICT skills).

5. METHODOLOGY

5.1 The main component of the SMS 2025 is a survey in a nationally representative sample of schools. Therefore, the main methodologies used will be quantitative analysis of data produced from the survey. Data should thus be collected in such a way that it lends itself to quantitative analysis. It is envisaged that the survey will mainly be based on the oral, face-to-face administration of questionnaires by fieldworkers to teachers, school managers, as well as classroom and school observations.

5.2 For the purposes of the survey, the service provider will be provided with a national sampling frame (complete list of schools in the country) in order to draw a nationally representative

sample of schools offering grade 6 and a nationally representative sample of schools offering grade 12, keeping in mind that these two populations overlap to some extent. Effectively, there must be two samples: a sample of 1000 schools offering grade 6 and a sample of 1000 schools offering grade 12. Only schools categorised as public ordinary schools will form part of the sample; 'Special Needs Education Schools', Specialisation Schools, and private schools will be excluded.

- 5.3 The samples should be stratified by province to ensure that the sample for each province is roughly the same size. Within each province, the sample should be stratified by quintile to ensure that the provincial sample is representative of the quintile ratios within the province. The sample should allow for the disaggregation of findings by province and quintile with an acceptable degree of precision. The sample should include small schools drawn with probability proportional to school size, which is defined by enrolment numbers.
- 5.4 At a minimum, the information collected for the SMS 2025 should be collected at grades 3, 6, 9, and 12.
- 5.5 For the sample of schools offering grades 3 and 6 the specific focus should be Home Language Literacy, English First Additional Language (EFAL), and Mathematics.
- 5.6 For the sample of schools offering grade 9 the specific focus should be English and Mathematics, and for schools offering grade 12 the specific focus should be English, Mathematics, and Mathematical Literacy.
- 5.7 A minimum of two fieldworkers should visit at most one school per day for the purposes of the quantitative data collection.
- 5.8 It is expected that the data will be collected and captured using tablets procured by the service provider and that the captured data will be uploaded to a central server at the end of each day. To allow for this, the service provider will have to ensure that each tablet has enough cellular data to allow for daily uploads to the Service Provider's server for daily and weekly analysis of progress. The tablets must also be able to administer data collection offline in areas where signal is limited. The service provider will also be expected to run daily data quality checks to ensure that the questionnaires are being filled out correctly. The tablets must be able to capture the location of each school at the time of the survey being administered. The service provider will be responsible for making sure the tablets have the necessary specs for efficient administration of the questionnaires, including processing power and battery life to last the entire school visit. At a minimum, the tablets should meet the following specifications: 4GB RAM; 10GB or more internal storage; Android 12 or higher operating system; 8 inch or bigger display.
- 5.9 In order to enhance the survey and respond to emerging priority areas there will also be an online research survey to the SMS 2025. The Service Provider is tasked with creating an online survey for school principals, which will be distributed after the main in-person data

collection. The survey, designed to take approximately 25 minutes to complete, will incorporate both new questions not featured in the main School Monitoring Surveys (SMS) and some that were included previously. To evaluate the effectiveness of the survey distribution methods, the Service Provider will utilise four different strategies: The 2000 schools visited for the main on-site data collection must be randomly divided into four groups of 500 schools: Group A will receive the link to the online survey via email addresses obtained through administrative data (such as DDD or EMIS); Group B will receive the link to the online survey via email addresses obtained through the main SMS on-site data collection; Group C will receive the link to the online survey via WhatsApp or SMS messages using phone numbers obtained through administrative data (such as DDD or EMIS); Group D will receive the link to the online survey via WhatsApp or SMS messages using phone numbers obtained through the main SMS on-site data collection; Following the survey, a desktop analysis will be conducted to assess and compare the response rates and the reliability of the findings across these various methods. The Service Provider must propose an appropriate software programme or platform for administering the online survey and capturing responses.

5.10 Altogether, 7 (seven) survey instruments need to be developed and administered: 1) Document Analysis Instrument; 2) Grade 3 Educator interview (including classroom observation – not a lesson observation) to be administered on two Grade 3 educators (unless only one teacher is present); 3) Grade 6/9/12 Educator interview (including classroom observation – not a lesson observation) to be administered on two educators per grade (unless only one teacher is present in a grade); 4) Instrument for teacher responsible for Inclusive Education or member of school-based support team; 5) School Principal Interview; 6) School Observation Instrument; 7) Online survey for school principals.

5.11 Additionally, a follow-up phase of data collection will involve conducting interviews to verify and explore specific aspects of the survey results within the context of policy and implementation. This phase will consist of 20 person days dedicated to interviews with officials from national, and provincial education departments (PED), and schools. The selection of specific officials and the topics for these follow-up interviews will be determined through a collaborative effort between the Service Provider and the Department of Basic Education (DBE) Project Management Team.

6. DURATION OF THE PROJECT

The project will be over a 24-month period where the service provider or consortium will be expected to deliver the identified deliverables.

7. PROJECT EXECUTION, DELIVERABLES AND TIME FRAMES

DELIVERABLES

7.1 The SMS 2025 is expected to be completed within 24 months of the appointment of the service provider. The main on-site data collection should take place between August and November 2025 to be comparable to the SMS 2022. The deliverables discussed below will be expected at various points during the SMS 2025 however, the service provider's proposal should reflect some engagement and consideration of the deliverables where relevant. Finalisation of all the deliverables will be approved by the DBE Steering Committee.

7.2 **Inception report.** The Inception report is a core part of the initial appointment process. The objective of the inception phase is to agree and capture revisions to the proposal that may be required by the DBE so as to ensure that the requirements of the assignment can be addressed. The Inception report allows the possibility of using the learning from initial consultations to update the approach and methodology for assignments, once direct interaction with stakeholders and the appointed service provider is done.

7.3 In preparation for the inception report, there will be a briefing session between the appointed service provider and the DBE project management team. This engagement is expected to inform the following, which form the main content of the Inception Report:

- a. A comprehensive understanding of the Terms of Reference reflected in revising the proposal;
- b. Improvements in the approach, design and methodology for the evaluation;
- c. Addressing any gaps in the risk management approach; and
- d. Revisions to the activity-based project plan.

7.4 **Sample and sampling report.** DBE will provide the sampling frame including all available data on eligible schools. The service provider will be expected to draw the final sample of 2000 schools for both the on-site quantitative survey and the online

research survey as well as compile a report detailing the statistical calculations and parameters used to select the samples. The DBE will approve the final samples.

7.5 Data collection instruments. There is a requirement to reproduce key questions in the SMS 2025 survey exactly as they were in the SMS 2011/12, SMS 2017/18 and SMS 2022, in order to provide a basis for comparison. Therefore, to a large extent the data collection instruments will be refined versions of the tools that were used during the SMS 2022 for the quantitative survey. The service provider will be required to make informed recommendations for the inclusion and exclusion of specific tools and questions based on the TORs and their expertise. New questions will also be requested by the DBE Project Management Team to ensure that the 8 additional areas are sufficiently covered in the instruments, and that questions are updated in line with changes to the policy context.

7.6 The service provider will be expected to develop data collection instruments for the online survey research component of the study based on the TORs as well as an understanding of the sector. These will be subject to approval by the Project Management Team.

7.7 Fieldworker list. Prior to the start of fieldwork, the service provider must submit a detailed list of all the personnel involved in the fieldwork including the names of all the data collectors, fieldwork organisers and fieldwork supervisors to be used in the survey. The information provided must include educational qualifications, experience in fieldwork and language proficiency. Fieldworkers must at a minimum have completed Grade 12, but further qualifications will be regarded as an advantage. At a minimum fieldworkers need to be South African citizens and able to administer the questionnaires in English but proficiency in local languages in the provinces where they are assigned will be advantageous. The lists may be verified by the DBE.

7.8 Piloting and pilot study reports for the quantitative component. The service provider is expected to pilot the data collection tools and develop a report of the pilot study. The pilot should include administering the draft tools at the appropriate grades in terms of school level instruments, as well as with the relevant officials and school personnel in terms of the remaining instruments. The piloting should focus on refining the questions and surveys as well as testing the entire fieldwork data collection and administration processes.

- 7.9 The piloting for the main on-site data collection should take place in at least 5 schools that are not part of the survey and may be conducted in any 2 provinces. Findings from the piloting should inform instrument revision and the refining of the survey administration processes.
- 7.10 **Piloting and pilot study reports for the online survey component.** The service provider is expected to pilot the online research survey and develop a report of the pilot study. The pilot should include administering the draft tools, as well as with the relevant officials and school personnel in terms of the remaining instruments. The piloting should focus on refining the questions and surveys as well as testing the entire fieldwork data collection and administration processes.
- 7.11 The piloting of the online survey should take place in the same 5 schools where piloting of the quantitative instruments took place (schools that are not part of the main survey). Findings from the piloting should inform instrument revision and the refining of the survey administration processes.
- 7.12 **Training manuals.** The service provider must develop training manuals for the fieldworkers that will collect data. The manuals should be detailed and specific and include protocols for administration and data collection, in addition to specific information about each instrument.
- 7.13 **Conduct in-person Fieldworker Training.** The service provider is required to conduct clustered centralised in-person training of the fieldworkers over a minimum of 3 days per cluster. These 3 days should include a simulation training day for all the fieldwork supervisors to ensure the appropriate levels of competency amongst all fieldworkers. The service provider should assess the competency of the fieldworkers at the conclusion of the training. Fieldworkers that do not meet the required standards should not be retained as fieldworkers.
- 7.14 **Fieldwork schedule.** The planned fieldwork schedules for the schools in the SMS 2025 must be provided in writing prior to the fieldwork. The Service provider must contact the sampled schools to set up the date of the visit. Contact details for schools will be provided by the DBE, but the Service Provider will be expected to find alternative contact information where DBE data is unavailable or out of date. For example, searching online for phone numbers or asking provincial and district offices for phone numbers of schools.
- 7.15 **Fieldwork.** The **main data collection** fieldwork should be completed by the service provider between 16 August and 19 November 2025. The service provider

should note the dates for the September school holidays and plan accordingly. The **online survey research** fieldwork can take place in 2025 subject to advice from the steering committee. The DBE will monitor all the fieldwork.

7.16 **Fieldwork report.** The fieldwork report should at the minimum contain the following details: list of school sites visited per province, and specific problems encountered during the survey. The report should also provide some preliminary statistics on the completion rates of the various tools.

7.17 **Extensive desktop analysis.** This should focus on producing a report on the identified indicators and additional priority areas. Lessons learnt from the 2011/12, 2017/18 and 2022 survey suggest that during the course of the analysis much attention should go towards the reliability of the data, coherence between the values of different variables, the distribution of values and what the contextual data says about how the headline indicator values should be interpreted.

7.18 It is **not** expected that the desktop analysis by the service provider should deal exhaustively with all the variables in the dataset. It is understood that the survey is partly aimed at producing a dataset that can be useful beyond the duration of the project. What is expected is that comparison between the SMS 2011/12, SMS 2017/18 and SMS 2022 data should occur; this is expected for all the indicators.

7.19 In order to ensure valid comparisons to previous School Monitoring Surveys, the service provider will be expected to re-analyse and report on the 2022, 2017/18 SMS micro-data to a limited degree and the 2011 SMS micro-data to a limited degree.

7.20 **The School Monitoring Survey reports.** The following reports must be submitted:

- a. A quantitative technical report including all technical issues related to sampling and other methodology (e.g. sampling frame, final approved sample, power calculations and confidence intervals, definitions, standards of measurement, reliability of data, etc.);
- b. Main quantitative report: comprehensive report on the survey indicators as well as a contextual narrative on matters relating to each indicator as collected through the quantitative data collection process. The report should be based on a comparison of the newly collected data and the previous SMS datasets.

- c. Online Research Survey report: comprehensive report on the results of the 2000 online surveys;
- d. Summary reports for communication purposes in 1-3-25 page format (a 1-page policy summary, a 3-page executive summary and a 25 page detailed summary). These summary reports would consolidate information and analysis from both quantitative and the online research surveys and reports.

7.21 Provision of all datasets The Service Provider is expected to hand over all the datasets collected for the SMS 2025 to the Strategic Planning, Monitoring, and Evaluation Chief Directorate in the Department of Basic Education. The data is required in Stata format and can in addition be provided in other formats.

7.22 Presentations. The Service Provider will be expected to make presentations of the inception report, draft tools, training and pilot study reports, and survey reports (and other critical outputs) to the Steering Committee and other relevant forums in the Department as deemed necessary. An overall PowerPoint presentation will be required for the project with the main results.

7.23 The table below provides a summary of deliverables and timeframes. All deliverables submitted will be subject to scrutiny by the DBE and approval will only be granted if the deliverables are of the required quality. Thus finalisation of deliverables may entail several revisions based on feedback provided. Feedback on the submitted deliverables will be completed within 10 days after the receipt of deliverables, with the exception of the final reports. The feedback may be the approval of deliverables or a request for revision.

Table 2: DELIVERABLES AND TIMEFRAMES

No.	DELIVERABLES	DELIVERABLE TIMEFRAME
Phase 1: Preparation for data collection		
1.	Inception report	10 working days after the appointment of the service provider
2.	Sample and sampling report	25 working days after the appointment of the service provider

3.	Draft quantitative data collection instruments	The draft instruments and supporting document should be submitted 40 working days after the appointment of the service provider
4.	Draft online survey research data collection instruments	45 working days after the appointment of the service provider
Phase 2: Piloting		
5.	Conduct pilot study of quantitative instruments	55 working days after the appointment of the service provider
6.	Quantitative Pilot study report	10 working days after the pilot study
7.	Conduct online survey pilot study of instrument	70 working days after the appointment of the service provider
8.	Online survey Pilot study report	10 working days after the pilot study
Phase 3: Finalisation of data collection processes		
9	Final data collection instruments	The final revised instruments and supporting document should be submitted 20 working days after the pilot
10	Final online survey research data collection instruments	The final revised instruments and supporting document should be submitted 20 working days after the pilot
11	Training manuals	15 working days before in-person fieldworker training
Phase 4: Fieldworker training for main data collection in 2000 schools		
13	Conduct in-person fieldworker training & submit report	This should be completed no less than 3 days - and no more than 15 days before fieldwork begins
14	Fieldwork schedule	15 working days before the fieldwork begins
	List of fieldworkers for quantitative survey	3 days prior to fieldwork
Phase 5: Administration and collection of data from sampled schools		
18	Conduct fieldwork	16 August 2025 to 19 November 2025
19	Weekly updates on fieldwork progress	Throughout duration of fieldwork

20	Conduct online survey by sharing links via the specified modes of communication	Must be completed by 2 December 2025
Phase 6: Quality assurance of administration and collection of data from sampled schools		
22	Fieldwork report	15 working days after the fieldwork is completed
23	Online survey report on completion rates	15 working days after the online survey period is closed
Phase 7: Data analysis and reporting		
24	Pre-analysis plan	50 working days after fieldwork
25	Draft Main Quantitative and Technical reports	130 working days after the quantitative fieldwork
26	Draft Main online research survey Report	120 working days after online research survey fieldwork
27	Full Datasets and other technical documentation, such as metadata or user guides	130 working days after the quantitative fieldwork
Phase 8: Finalisation of reporting and project conclusion		
29	Final reports (1-3-25 Summary reports, Main online research survey Report, Technical Report)	50 working days after receiving feedback on the draft reports
30	Presentations	Delivered throughout the survey but the final versions must be submitted at the conclusion of the study.

8. REPORTING AND MONITORING

The DBE will monitor the performance of the service provider in terms of the stipulated deliverables and timeframes. The Directorate for Research Coordination, Monitoring and Evaluation in the DBE will convene a Project Management Team to provide ongoing management of the service provider, monitoring, quality assurance and approval of deliverables. Formal meeting procedures will be followed and approved and signed minutes will be kept by the DBE as official meeting records.

9. BIDDING REQUIREMENTS

9.1 Bidders must comply with the following mandatory requirements

- a. The bidder must submit a company profile(s). In the case of a consortium or a joint venture, a profile of each company must be submitted.
- b. Bidders must provide a total price inclusive of VAT for the project and the price should be fixed for the full duration of the project
- c. All bids must be submitted on the official Standard Bidding Documents (SBD) forms (**any alteration of the forms will lead to disqualification**).

9.2 Bidders who do not comply with all the requirements listed in paragraph 9.1 above will be disqualified.

9.3 Non-Mandatory Requirements

- a. Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD3.1, SBD4, and SBD6.1). Non-submission of the SBD6.1 form will result in non-awarding of the preference points.
- b. In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- c. If Bidding as a Consortium or Joint venture, the Consortium or Joint Venture should provide the following information and documents:
 - i. The agreement signed by nominated members of both/ all consortium or joint venture partners;

- ii. The name of the leading company.
- d. If bidding with an intention of subcontracting certain tasks the bidder must state the name of the subcontract company and percentage to be sub-contracted.

9.4 Non-compulsory briefing session

The DBE will hold a non-compulsory virtual briefing session on a date and time as published. Bidders who wish to attend the briefing session must forward their interest to this email address: Tenders@dbe.gov.za. A link to the virtual meeting will be provided to the interested bidders.

10. EVALUATION CRITERIA

10.1 The bids will be evaluated according to various attributes, namely skills, knowledge, competence, capacity, credibility and relevant experience. In applying the evaluation criteria as indicated in the table below, the lack of submission of the required documentary evidence will result in a score of zero.

10.2 The suitability of proposals will be evaluated against the following criteria:

Table 3: EVALUATION CRITERIA

CRITERIA	POINTS
<p>1. Curriculum Vitaes of the lead project personnel. At the minimum this should include project manager(s), fieldwork manager(s), statistical expert(s), and report writer(s). It is possible for team members to fulfil more than one function, or for a slightly different division of tasks or naming of project positions, but this should be explained so that it is clear that the various functions referred to here are covered. The CVs must specify qualifications and experience. Two contactable references are required for each lead project personnel. (15)</p> <p>- Curriculum Vitaes of all the lead project personnel are provided, all relevant details have been provided, and the Curriculum Vitaes indicate that proposed personnel are highly equipped with the appropriate expertise to fulfil the roles assigned to them. Note that the lead statistical expert(s) and lead researcher(s) should have a minimum of a Masters Degree in a relevant discipline (Education,</p>	15

<p>Statistics or other Social Science), and to score a maximum score should have at least 5 years of relevant experience. (15)</p> <ul style="list-style-type: none"> – Curriculum Vitaes of some of the lead project personnel are provided, but there are significant gaps, e.g. key project roles have not been allocated, contactable references have not been provided, or the Curriculum Vitaes indicate that proposed personnel are severely lacking in the appropriate expertise to fulfil the roles assigned to them (8) – No Curriculum Vitaes or contactable references of the lead project personnel are provided (0) 	
<p>Sampling</p> <p>2. Documentary evidence, from previous or ongoing work, of knowledge and involvement in the use of statistical procedures to design and conduct probability sampling. (5)</p> <ul style="list-style-type: none"> – Documentary evidence is provided of at least two sampling exercises (such as a sampling report, an extract from a report covering statistical procedures used for sampling, or reference letter attesting to the role that team members have played in sampling and related statistical procedures in previous projects). Team members have experience in sampling or statistical procedures applied to the basic education sector (at least one large project in the education sector where the sample was greater than 100 schools). (5) – Some evidence is provided of at least one sampling exercise (such as a sampling report, an extract from a report covering statistical procedures used for sampling, or reference letter attesting to the role that team members have played in sampling and related statistical procedures in previous projects). However, there are limitations or gaps in the demonstrated knowledge and experience in the relevant use of statistics and sampling: For example, no experience specific to the basic education sector, or team members clearly only played a minor role in previous work, or the experience is limited to relatively small projects (i.e. sample sizes less than 100 schools), or the documentary evidence submitted contains visible errors or poor quality) (2) – No evidence is provided (0) 	5
<p>Questionnaire design</p> <p>3. Description or documentary evidence, from previous or ongoing work, of designing questionnaires for large sample surveys, including an extract of a quantitative</p>	5

<p>questionnaire of a previous study undertaken by team members or the organisation. (5)</p> <ul style="list-style-type: none"> – There is at least some experience specific to the basic education sector; at least two projects (in education or social sectors) where quantitative questionnaires were used; team members were primarily responsible for questionnaire design in previous work; questionnaires were designed for a quantitative study involving large numbers of respondents/observations (more than 100 respondents); questionnaires submitted as evidence are well designed and appropriate for a quantitative study (e.g. questionnaires contain mostly closed-ended questions that are conducive to quantitative analysis) (5) – Some evidence is provided, such as previously used questionnaires that were designed by team members or a description of the questionnaires and the project in which they were used. However, there are gaps or limitations in the team's experience in questionnaire design: Examples of such gaps include the lack of questionnaire design experience in the basic education sector, questionnaires were not designed for large (more than 100 respondents) scale quantitative surveys (e.g. if questionnaires contain mostly open-ended questions not conducive to quantitative analysis), (2) – No evidence is provided (0) 	
<p>Data collection and capturing</p> <p>4. Description and documentary evidence, from previous or ongoing work, of the management of large-scale quantitative data collection. (20)</p> <ul style="list-style-type: none"> – Experience of at least two large scale data collections (More than 400 respondents) involving face-to-face fieldwork have been managed; at least one data collection is in more than one province; at least one of these is in the basic education sector (in at least 200 schools); (20) – Some evidence is provided, such as a fieldwork report, reference letter with detailed description or other evidence containing detailed description of a previous data collection project illustrating the scope and size of the project. However, there are gaps or limitations in the team's experience in large scale quantitative data collection. Examples of such gaps include the lack of data collection experience in the basic education sector, or evidence submitted reflects only relatively small data collections (e.g. less than 400 respondents or restricted to only one province), (10) – No evidence is provided (0) 	20

<p>Recruitment and training of fieldworkers</p> <p>5. Documentary evidence of fieldworker training (e.g. training manual) and recruitment of previously used fieldworkers in previous or ongoing projects (such as lists of fieldworkers or recruitment criteria indicating their level of qualification, daily rates paid, recruitment criteria, etc). In addition, a description of the proposed recruitment strategy for quantitative fieldworkers must be provided. Fieldworkers must at a minimum have completed Grade 12, but further qualifications will be regarded as an advantage. At a minimum fieldworkers need to be South African citizens and able to administer the questionnaires in English but proficiency in local languages in the provinces where they are assigned will be advantageous (5).</p> <ul style="list-style-type: none"> – Evidence is provided to indicate information about fieldwork training and previously used fieldworkers (including minimum qualifications and selection criteria a detailed explanation of the proposed recruitment strategy is provided, and the strategy indicates that fieldworkers will meet the specified criteria (South African citizens, at least Grade 12, relevant language proficiency). (5). – Some information is provided about fieldworker training and previously used fieldworkers or about the proposed fieldworker recruitment strategy, but details about the required qualifications of fieldworkers or the strategy to recruit fieldworkers are either lacking or present the risk that fieldworkers may not meet the specified criteria (South African citizens, at least Grade 12, relevant language proficiency). (2) – No information is provided about fieldworker training or previously used fieldworkers for large quantitative data collections or about the proposed fieldworker recruitment strategy (0) 	5
<p>Data analysis and reporting</p> <p>6. Description of expertise and documentary evidence of quantitative research (i.e. based on large samples of 400 or more records and using statistical and numeric methods) in the basic education sector such as a research report (15).</p> <ul style="list-style-type: none"> – Evidence is provided to indicate substantial experience of team members or organisation(s) in analysing large datasets and writing quantitative research reports focused on the education sector; At least two team members need to have been authors of at least one report on a quantitative research project applied in the basic education sector;(15) – Some evidence is provided to demonstrate experience of the team members or organisation(s) in analysing large datasets and writing quantitative research reports. However, there are gaps or limitations in the team's experience in 	15

<p>quantitative research. Examples of such gaps include the lack of quantitative research applied to the basic education sector, or team members were not centrally involved in leading the research referred to;(8)</p> <p>– No documentary evidence is provided to demonstrate experience of the team members or organisation(s) in analysing large datasets and writing quantitative research reports (0)</p>	
<p>7. The project plan must detail how all activities, timeframes and deliverables will be completed, and it should demonstrate an understanding of the survey requirements, capacity to execute the project effectively, and ability to deliver quality outcomes within the given timelines. (15)</p> <p>– The project plan is thorough, comprehensive, and of high quality. It clearly demonstrates an understanding of the project scope, with detailed descriptions for each of the following aspects:</p> <ul style="list-style-type: none"> • Activities: The plan clearly outlines all critical activities, including survey design, data collection procedures, quality control, and reporting. • Timeframes and Milestones: The plan provides a detailed timeline with specific milestones and logical sequencing of activities. • Deliverables: Deliverables are well-defined, with clear deadlines that align directly with project goals. The descriptions are detailed and demonstrate feasibility. • Resource Allocation: The plan provides efficient and appropriate allocation of human resources to each phase of the project. Roles and responsibilities are clearly defined, showing effective use of personnel and ensuring resources are available at each stage. • Overall Coherence and Clarity: The project plan is coherent, well-structured, and easy to understand, with a logical flow of activities. It is presented in a clear and concise manner, allowing for easy navigation. <p>(15)</p> <p>– The project plan is incomplete or lacks key elements. The following criteria are used to assess such shortcomings:</p> <ul style="list-style-type: none"> • Activities: The plan lists some activities, but does not cover critical aspects like data collection, fieldwork logistics, or quality control. • Timeframes and Milestones: Timelines are either missing details or are unrealistic. There is insufficient explanation of how key milestones will be achieved or how activities are sequenced. 	15

<ul style="list-style-type: none"> • Deliverables: The deliverables are not clearly aligned with project objectives. The plan lacks specificity on when and how deliverables will be completed. • Resource Allocation: Allocation of human resources is not provided. Important roles and responsibilities are unclear. • Overall Coherence and Clarity: The plan lacks a logical structure, and the presentation is confusing or unclear, making it difficult to follow. (8) <p>– No project plan is submitted (0)</p>	
<p>8. A risk management plan indicating specific risks and their mitigation strategies (10). Each risk identified for the project must be accompanied by a mitigation.</p> <p>– A comprehensive risk management plan is provided, which indicates that relevant risks have been carefully considered and appropriate mitigation strategies have been suggested. Risks associated with all the key phases of deliverables (as defined in Table 2 above) of the project have been identified and appropriate mitigation strategies have been suggested. (10)</p> <p>– A risk management plan is provided, but important details are lacking or the plan is not realistic, e.g. risks identified are not accompanied by appropriate mitigation strategies, or risks have not been identified for certain key phases of deliverables and project activities (as defined in Table 2 above) (5)</p> <p>– No risk management plan is submitted (0)</p>	10
<p>9. Organizational Capacity: The organization should submit documentary evidence of similar projects (large research/data collection/surveys) undertaken in the last 10 years by the bidder, indicating the financial values of those projects. One reference per project should be provided. Evidence could include reference letters, project contracts or agreements, project reports, etc. (10)</p> <p>– Comprehensive evidence, with at least one reference per project, of at least two similar projects (large research/data collection/surveys, at least one applied within the basic education sector) undertaken in the last 10 years by the bidder is provided (10)</p> <p>– Some evidence of similar projects (large research/data collection/surveys with a contract value of at least R5m) undertaken in the last 10 years by the bidder is provided, but important details are lacking (such as references or financial amounts) or the projects are not relevant to the current project (e.g. no projects were applied within the basic education sector) (5)</p>	10

– No documentary evidence of similar projects (large research/data collection/surveys with a contract value of at least R5m) undertaken in the last 10 years by the bidder (0)	
TOTAL	100

11. PRICE AND PREFERENCE POINTS

Bids will be evaluated in terms of 80/20 preference point system where 80 points will be used for *price only* and 20 points for DBE specific goals. (Refer to attached SBD 6.1 form).

The following formula will be used for the calculation of price:

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

P_s = Points scored for price of bid under consideration

P_t = Rand value of acceptable bid under consideration

P_{min} = Rand value of lowest bid

Points Awarded for Specific Goals

A maximum of 20 points will be awarded to a tenderer for the specific goals of people who were historically disadvantaged by unfair discrimination on the basis of being Black, Women, Living with disability, or Youth.

Note to Bidders:

- The bidder must indicate how they claim points for each preference point system.***
- Allocation of points will be prorated as per percentage of ownership of each goal. In case of a joint venture or a consortium, the points will be averaged.***
- DBE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.***
- Specific goals for the tender and points claimed are indicated per the table below**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the bidder)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilise CSD Report to validate points claimed		
Women	8	DBE will utilise CSD Report to validate points claimed		
People living with Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPPDSA); OR • Medical Certificate 		
Youth	6	DBE will utilise CSD Report to validate points claimed		
Total Points	20			

12. PAYMENT

Payment shall be effected proportionately on completion of each phase of the project and within 30 days of receipt of valid original invoices.

1. The Department will make payments within 30 days of receipt of the invoices based on approved deliverables. All deliverables in each phase (as per Table 2) must be approved for a Phase to be paid out. The table below provides a summary of the phases and payments.

Table 4: PAYMENTS LINKED TO DELIVERABLES

No.	DELIVERABLES	PAYMENT % of total contract value
1.	Phase 1: Preparation for data collection	5%
2.	Phase 2: Piloting	5%
3.	Phase 3: Finalisation of data collection processes	20%
4.	Phase 4: In-person Fieldworker training	20%
5.	Phase 5: Administration and collection of data from sampled schools	10%
6.	Phase 6: Quality assurance of administration and collection of data from sampled schools	10%
7.	Phase 7: Data analysis and reporting	20%
8.	Phase 8: Finalisation of reporting and project conclusion	10%

13. CONDITIONS

- 13.1 It is envisaged that this work will be completed within twenty four (24) months after signing of the contract.
- 13.2 The service provider will be expected to complete all phases of the project and adhere strictly to the deadlines specified.
- 13.3 The service provider is expected to demonstrate credibility and perform the services as described in this document.
- 13.4 Material compiled by the DBE may not be used in any form or for any purpose other than the purpose stipulated in this agreement. If the service provider wishes to use such material in any other form or for any other purpose, including, but not limited to, workshops, media releases and the like, it must submit to the DBE a written motivation for such use. The DBE will request approval from the designated officer in who copyright vests. Only once the designated officer has granted written

approval will the DBE convey such written approval to the service provider and will the service provider have permission for such usage.

13.5 In the case of any material compiled, developed, researched, commented on, or evaluated on behalf of the DBE as a result of a contractual agreement with the service provider, or any other form of material, irrespective of whether in a completed form or otherwise, all intellectual property rights relating to such material will vest in the state. The service provider may not use any such material without first having obtained written approval as envisaged in clause 13.4.

13.6 The service provider shall submit all datasets to the DBE. All datasets, which shall be the sole property of the DBE, must be prepared in a programme compatible to that of the DBE. The data is required in Stata format and can in addition be provided in other formats.

13.7 The service provider shall undertake to avoid any activity of whatsoever nature that may be detrimental to the Department's interest, goodwill and reputation.

13.8 DBE reserves the right to change the Terms of Reference before the closing date of the bid.

13.9 The service provider will be expected to adhere to the specifications signed by both parties. All documents (reports, tools etc.) should be in the layout and design according to the Department's corporate standards.

13.10 The service provider will be expected to ensure effective capacity building to DBE officials over the duration of the study. This will include the participation of DBE officials during instrument development sessions, in-person fieldwork training and conducting surveys and interviews during the pilots and surveys, data capturing of the survey instruments, and data analysis. All travel and accommodation costs for DBE officials will be covered by the DBE.

13.11 The DBE reserves the right to conduct unannounced monitoring visits for any project activities.

13.12 The service provider must sign a confidentiality agreement. All documents and other products should be treated as confidential and should not be passed on to a third party.

13.13 The service provider must seek the Department's approval for any changes to members of the service provider's project team.

13.14 **Termination for default:** The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier reserves the right to terminate this contract with the appointed service provider, in accordance with clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.

14. COMMUNICATION

14.1 The DBE Supply Chain Management (SCM) Unit shall communicate with bidders where clarity is sought after the closing date and no other communication to any DBE official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid may be entered into.

14.2 All communication between the bidder and the DBE must be in writing and addressed to SCM Office at Tenders@dbe.gov.za

15. CONTACT DETAILS

Bid Enquiries

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: Tenders@dbe.gov.za

Enquiries must be made at least twelve (12) days before the closing date of the bid.

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 proprietor/ 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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

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.

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.

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); and
- the 90/10 system for requirements with a Rand value above 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
- (b) 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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 tenderers:

1. *The tenderer must indicate how they claim points for each preference point system.*
2. *Allocation of points will be prorated as per percentage of ownership of each goal. In case of a joint venture or a consortium, the points will be averaged.*
3. DBE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.
4. Specific goals for the tender and points claimed are indicated per the table below

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilise CSD Report to validate points claimed		
Women	8	DBE will utilise CSD Report to validate points claimed		
Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration; OR • National Council for Persons with Physical Disability in South Africa 		

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
		registration (NCPDPSA); OR • Medical Certificate		
Youth	6	DBE will utilise CSD Report to validate points claimed		
Total Points	20			

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 as a result 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

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.

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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 with 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 consignee 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 markets 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.

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|--|---|
| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 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. |
| | 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. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 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. |
| 18. Contract amendments | 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. |
| 19. Assignment | 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. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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. |
| 21. Delays in the supplier's performance | 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. |
| | 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. |
| | 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. |
| | 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 |

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.

- 14.3 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.

Ja General Conditions of Contract (revised July 2010)