

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DBE203	CLOSING DATE:	20 March 2025	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE IN EDUCATIONAL RESEARCH ON LARGE SCALE NATIONAL AND INTERNATIONAL ASSESSMENTS FOR SYSTEMIC EVALUATION IN SOUTH AFRICA FOR A PERIOD OF FOUR YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
MAIN ENTRANCE / RECEPTION, SOL PLAAGJE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Dr M Chetty	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 3835	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	Chetty.m@dbe.gov.za	
<b>SUPPLIER INFORMATION</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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 : DBE203  
CLOSING DATE : 20 March 2025  
TIME : 11:00

**Non-compulsory briefing session will be held as follows:**

DATE : 04 March 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 03 March 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: <b>DBE203</b>
Closing Time: <b>11:00</b>	Closing date: <b>20 March 2025</b>

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 with professional and technical expertise in educational research on large scale national and international assessments for Systemic Evaluation in South Africa for a period of four years. Refer to paragraph 8.1.5 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

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### APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE IN EDUCATIONAL RESEARCH ON LARGE SCALE NATIONAL AND INTERNATIONAL ASSESSMENTS FOR SYSTEMIC EVALUATION IN SOUTH AFRICA FOR A PERIOD OF FOUR YEARS

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#### 1. BID DESCRIPTION

The appointment of a Service Provider or Consortium of Service Providers to provide professional, technical and relevant expertise in educational research on large scale national and international assessment on:

- a. sampling schools with replacements;
- b. review existing test frameworks, materials and questionnaires;
- c. review administration manuals on the study;
- d. develop a data capture system or use own;
- e. analyse data (primary and secondary analysis);
- f. write reports (packaged for different audiences); and
- g. provide a technical review in preparation for the next cycle.

The service provider must be able to explicitly show evidence in the Bid documentation of providing technical support to Ministries of education on national and international large-scale assessment studies of children in primary and secondary schools.

#### 2. AIM

To appoint a suitable service provider or Consortium of Service Providers who will provide technical support on the conduct of the 2025 Systemic Evaluation (SE) study at Grades 3, 6 and 9 in Reading and Mathematics as well as contextual questionnaires in various official languages. The service provider will in the main review the 2022 study with the intention to:

- strengthen the 2025 cycle;
- provide technical guidance and support in the implementation of the 2025 study; and

- exercise technical oversight including activities that will be managed by the Department of Basic Education (DBE) during the study.

It must be noted that the systemic evaluation is a trend study. Therefore, the general design and trend model of the study must not be adversely affected by the review process.

### 3. BACKGROUND

The study is a triennial systemic evaluation that will be conducted on a sample of Grade 3, 6 and 9 learners in a nationally representative sample of schools, in a subset of schools for Whole School Evaluation (WSE) and in a purposeful selection of districts. The first cycle of the study was administered in 2022 in a national sample of 3 600 schools across the three grades. The purpose of the WSE within the SE is to monitor learner trends and report on the quality of learning outcomes in the context of in-school and out-of-school factors that influence learner performance. To understand these factors the assessment of learners will be complimented by an evaluation of schools and districts.

The SE is based on the Contextual Framework that the DBE has developed. The framework is shaped by a set of social justice principles that scaffold the South African education system and educational policy, namely redress, access, equity, quality and efficiency. Central to the framework are two policy documents which are integral to the country's education agenda: (a) *National Development Plan 2030 Our Future-make it work*, developed by the National Planning Commission in collaboration and consultation with South Africans from across the country, and the (b) *Action Plan to 2024 Towards the Realisation of Schooling 2030*.

The broad purpose of the study is to:

- monitor system-level performance trends in local and national contexts;
- evaluate the implementation and impact of policies and programmes;
- inform educational policies and programmes;
- identify any areas and factors that enable or constrain learner performance; and
- obtain information about the education system and school contexts.

The SE study is focusing on the following research questions:

- How are learners performing in the General Education and Training Band in relation to Reading and Mathematics sub-domains in Grades 3, 6 and 9?

- ii. What are the trends and underlying diagnostics in the performance scores within and across grades and subjects?
- iii. What are the performance scores when disaggregated according to sub-populations (e.g. gender, socio-economic status, location, quintiles etc.)?
- iv. What are the key characteristics of learners participating in the study?
- v. What are the key characteristics of schools and districts participating in the study?
- vi. How are in-school factors contributing to system-level performance?
- vii. How are out-of-school factors contributing to improved system-level performance?
- viii. What are the key findings and recommendations that can be identified as areas and/or factors that enable or constrain learner performance?
- ix. What are the key findings and recommendations and important information that can be identified about the learner, the school and the district contexts?

#### **4. SCOPE OF WORK**

The DBE requires the services of a competent service provider or a consortium of service providers to:

- a. use and host their own licenced data management(s) system(s) that will enable:
  - sampling of schools,
  - generation and uploading of learner listing forms and learner tracking forms per grade per school and generate personalised labels;
  - assigning of test booklets to learners on the tracking forms;
  - double-capture of data and provide consistency checks at strategic intervals for all instruments which include district and WSE data;
  - data cleaning processes; and
  - generate a data set that can be analysed further by the DBE.
- b. scientifically design and draw the school sample for the study for each of the three grades and their replacement schools;
- c. provide technical and scientific support to the DBE and review operational manuals and other instruments informed by data from the previous cycle;
- d. quality assure field trial items before the pilot and analyse the test items that will be used to replace published items;
- e. review and finalise codebooks for all instruments and assist with subsequent translation processes where applicable;
- f. provide technical support to the DBE on the design of the study;
- g. psychometrically analyse the data and report on it;

- h. report writing and also develop policy briefs;
- i. link the SE outcomes to the SDG 4.1.1 benchmarks; and
- j. provide skill transfer and capacity development to the DBE officials during all the phases of the project.

The DBE will enter into a Service Level Agreement (SLA) in relation to: hosting of the data post the study, access, software applications, licencing fees, intellectual property etc.

#### **4.1 Components of the Evaluation**

The study comprises of 6 inter-related tiers:

- a. sampling participating schools for Grade 3, 6 and 9 and their replacements;
- b. review of instruments and manuals
- c. assessing learners in Readings and Mathematics in Grades 3, 6 and 9;
- d. evaluating schools;
- e. evaluating the level of system support offered by district offices; and
- f. reporting.

The assessment of learners will involve conducting tests in each of the sampled schools focusing on Grades 3, 6 and 9. The targeted month(s) for the evaluation is September - October 2025. The assessment instruments cover work from all school terms and are phased based tests with questions from each of the grades, making up the phase. The two subjects assessed will be Mathematics and Reading in the Language of Learning and Teaching (LoLT). In Mathematics, competencies will be assessed on 5 sub-domains: number operations, patterns functions and algebra, space and shape, measurement and data handling. In Reading, the sub-domain assessed will be reading comprehension.

The evaluation of schools will be based on the 9 focus areas extrapolated from the policy on whole-school evaluation (DoE, 2001). These include:

- a. Basic Functionality of schools;
- b. Leadership, management and communication;
- c. Governance and relationships;
- d. Quality of teaching and learning, and educator development;
- e. Learner achievement;
- f. Curriculum provision and resources;
- g. School safety, security and discipline;



- h. School infrastructure; and
- i. Parents and community.

[Additional information on Whole School Evaluation (WSE) is available on the DBE website: [www.education.gov.za](http://www.education.gov.za) – Handbook–An Introduction to Whole School Evaluation.]

The level of support offered by the district office will include an analysis of key national programmes that inter-alia may include:

- j. strengthening Curriculum and Assessment Policy Statement (CAPS) implementation;
- k. support provided to progressed learners and special needs learners;
- l. improving the level of reading comprehension in the early years of schooling;
- m. improving Mathematics knowledge levels;
- n. monitoring and provision of Workbooks and relevant Learning and Teaching Support Material (LTSM); and
- o. promotion of 21<sup>st</sup> century skills and capabilities for the 4<sup>th</sup> Industrial Revolution.

## **4.2 Sampling of schools and classes**

Sampling has two parts in it i.e. sampling of:

- a. schools, and
- b. a class within the sampled grade.

### **4.2.1 School sampling**

The service provider must sample 1 500 schools nationally per grade across provinces. Each of the sampled school must have its own first and second replacements, of the same characteristics. The sampling stratification is by:

- a. province (explicit);
- b. grade (explicit);
- c. LoLT (explicit); and
- d. public and independent schools (implicit).

The sampling frame will include special schools for the blind and for the Deaf. The following table indicates the proposed percentage weighting of the sampled schools per

grade. This weighting in Table 1, provides a guide of the distribution of the percentage of schools per grade per province that should be sampled from the national sample.

**Table 1: Percentage weighting of the sample per grade**

Province	Weighting of the sample per grade		
	Grade 3	Grade 6	Grade 9
EC	13%	13%	13%
FS	10%	10%	10%
GT	13%	13%	13%
KZN	13%	13%	13%
LP	11%	11%	11%
MP	10%	10%	10%
NC	10%	10%	10%
NW	10%	10%	10%
WC	10%	10%	10%
	100%		

The scope of the work shall be limited to a random sample of approximately 1 500 schools per grade with a maximum overlap of schools in Grades 3 and 6. In total there should a sample size of approximately 3 000 schools. Within the random sample, a sample of approximately 5% of schools will be selected for Whole School Evaluation (WSE). Two districts per province will be purposefully selected for WSE. The sample design of all participants for the study is determined by the DBE.

Mainstream schools will be proportionally distributed across the nine provinces, according to the principle of sampling probability proportional to size (PPS). In the sampling process, should maximise the overlap between schools having both Grade 3 and Grade 6; and the schools having both Grade 6 and Grade 9 or all the three grades. In each of the sampled school, an intact class of approximately 40 learners will be selected for each of the grades selected for that school. The selected class may exceed 40 learners in some instances to the maximum of 80.

#### **4.2.2 Within school sampling**

Within a school, only one class in the sampled grade and language will participate. The software for sampling must be able to randomly pick a class for the language the school is sampled for where there is more than one class within a grade.

The system must be able to generate listing forms with a unique school ID that must be completed by the DBE, return and be uploaded by the service provider. Information from the listing forms must generate learner tracking forms prepopulated with learner names, unique learner ID and assign which booklet the learner will write for each of the subject. Information from the learner tracking form must be exported to the data management system in preparation for data capturing/data entry.

#### **4.3 The Instruments**

The DBE will provide two types of instruments for the study i.e. test booklets and contextual questionnaires.

##### **4.3.1 The learner test booklets**

The Grade 3 tests were developed in Reading and Mathematics in all official languages. The Grade 6 and 9 Reading and Mathematics tests were developed in Afrikaans and English only. The instruments were developed for previous 2022 SE cycle and will be reused with minor adjustments. Reading test items are presented in five (5) forms/booklets and seven (7) for Mathematics. The Brailled tests and for the Deaf learners will be available in the same manner.

As a means of addressing the full coverage of the curriculum, the matrix model design is used. Similar models are used in international studies such as Trends in International Mathematics and Science Study (TIMSS) and in the Progress in International Reading Literacy Study (PIRLS).

The matrix model allows for the repetition of clusters/blocks of questions within forms. It also allows for greater coverage of the curriculum without overburdening individual learners with long tests thus obtaining poor response rates.

The administration of the tests will be conducted by the DBE.

##### **4.3.2 Contextual Questionnaires**

The questionnaires were designed to elicit data on learner, school and district characteristics and how specific programmes and processes conducted at the school enable or contribute towards improved learning outcomes and system performance.

The questionnaires will be administered by the DBE to learners, teachers, parents/guardians, school principals and district officials.

The fieldworkers will also complete a customised WSE instrument based on the nine focus areas to a sub-sample of schools. The format for information gathering is through a fill-in questionnaire and may be supplemented by interviews and observations done at the school.

The district questionnaire will focus on an analysis of specific national and/or provincial programmes and how they have been mediated at provincial and district levels on specific areas to generate data on how effective these strategies have been and whether they are positively contributing towards the improvement of learner achievement and the context of learning. The district questionnaire will be administered to a minimum of 3 district officials per subject and the district manager/director. The officials selected must be those responsible for supporting the relevant grades and subjects evaluated in the sampled schools.

#### **4.4 The Evaluation process**

It is envisaged that approximately 60 000 learners per grade in Grades 3, 6 and 9 will write the Reading and Mathematics tests in the sampled schools (see Table 2 for anticipated participation). The results of these learners shall be reported for public information by the DBE. The participation rate of students will be based on class size and the number of learners present on the evaluation days.

**Table 2: Approximate number of schools per grade including Braille and Sign Reading schools**

<b>Grade</b>	<b>Learners (<math>\pm</math> 40 per school)</b>
<b>3</b>	1 500 schools $\times$ 40 learners per class = 60 000
<b>6</b>	1 500 schools $\times$ 40 learners per class = 60 000
<b>9</b>	1 500 schools $\times$ 40 learners per class = 60 000
<b>Total</b>	approximately 180 000 learners

It must be noted that the number of learners may increase as some of the schools may have more than 40 learners per class. However, the maximum number of learners per class must be limited to 80.

## **5. DURATION OF THE PROJECT**

The contract for the project is for a period of 4 years. The commencement date will be the day on which the last signing party appends the signature to the contract.

## **6. PROJECT EXECUTION, DELIVERABLES AND TIME FRAMES**

The project will be in four (4) phases over a four (4) year period where the Service Provider or Consortium will be expected to deliver the identified deliverables within the DBE environment.

To manage the study, the service provider is expected to undertake the following processes, which must be documented as phases in the Bid document:

1. Phase 1: Preparations for the study (undertaken by the service provider);
2. Phase 2: Data Collection (undertaken by the DBE, technical oversight provided by the service provider);
3. Phase 3: Capture of data/Data entry (undertaken by the DBE, technical oversight provided by the service provider); and
4. Phase 4: Data Cleaning, Analysis and Reporting (undertaken by the service provider).

The following time frames for activities per phase are guidelines for the due dates and are in accordance with the South African school calendar:

- Phase 1: Term 2 & 3 in 2025;
- Phase 2: Mid-Term 3 to beginning Term 4 in 2025;
- Phase 3: Mid-Term 4 in 2025 to end of Term 1 in 2026; and
- Phase 4: Term 2 in 2026 up to the end of contract date.

A comprehensive business process (describing the methodology), work plan, and the appropriate resources to be utilised must be presented in the Bid document. The work plan must cover all phases and clearly outline the sequence of activities, deliverables, timing, budget, and risk mitigation. The DBE requires evidence of a proven track record for each phase indicated, to be supplied in the Bid document and the service provider should be able to facilitate a transfer of skills to DBE officials particularly in Phases 1 and 4.

Details for each phase and the responsibilities of the DBE and service provider are explained in the sections that follow.

## **6.1. Phase 1: Preparations for the Study**

The service provider must provide technical support and oversight as it undertakes this phase.

### **6.1.1 Documents**

The DBE shall orientate the core team representing the service provider to ensure that documents received are clearly understood.

The service provider will be required to perform the following activities prior to receiving the final documents from the DBE to ensure that *all instruments received are benchmarked to international comparable standards*:

- a. create a restricted SharePoint for exchanging documents during the execution of the project;
- b. provide names of operational lead managers as well as the overall manager and their emails;
- c. submit documentation that should be completed by the DBE related to sampling;
- d. analyse items from the field trial for and mapping into the clusters/blocks;
- e. study the 2022 SE reports available on the DBE website, with the view to conduct a test form review across 21 Maths test forms and 15 Reading forms, including formatting checks and the development of codebooks;
- f. align all the software packages etc. to the instruments.

The DBE shall submit to the service provider or a consortium of service providers the following documents:

- g. a sampling frame that lists all eligible schools per province;
- h. a set of the Reading and Mathematics tests for each subject and grade including tests for special schools (Braille and Sign Language);
- i. a set of contextual questionnaires to be used in the study; and
- j. completed learner listing forms for the sampled classes

### **6.1.2 Business processes**

The service provider must provide detailed business processes for this phase on the following but not limited to:

- a. use of own licensed data management system(s) that will be used to design and draw a sample of schools and the data management software configured for each province associated with troubleshooting;
- b. a brief technical report on how sampling of schools will be made;
- c. a sampling guide that outlines the procedure relating to the selection of grades and the intact classes in the selected schools;
- d. upload of listing forms and learner tracking forms into the software;
- e. review processes and plan of the existing codebooks for each instrument and manuals used by field workers in preparation for data collection;
- f. checked formatting and improve the Whole-School Evaluation and district capture tool and how it will be incorporated into the data management software;
- g. recruitment and appointment of researchers, psychometricians/data scientists and all other staff required for the project to ensure that they are suitably qualified and experienced. These include appointment of observers during the administration and data entry phases;
- h. ensuring confidentiality and security of all project material. This includes the confidentiality of the names of participants and particulars of the schools in the sample, parent information, the test instruments and the contextual questionnaires; and
- i. processes to submit all metadata in a format that will be usable by the DBE.

Fieldworkers will be appointed by the DBE and will be either retired, resigned or unemployed teachers and should be able to speak the LoLT(s) of the learners in the school they are allocated. In addition, fieldworkers responsible for completing the WSE questionnaire and those that will be administering the questionnaires at the district office should have a teacher qualification, two (2) years management experience and knowledge of the current education processes.

## **6.2. Phase 2: Data Collection**

The service provider must provide technical support and oversight as the DBE undertakes this phase.

The service provider must provide the DBE with the database of sampled schools and districts that will participate in the study and develop a broad schedule for data collection, with which the DBE will use to slot in administration dates per school. The anticipated data collection period will be as indicated in Paragraph 6.

The DBE will manage the training of fieldworkers (officials from PEDs and districts) for the administration of tests and the contextual questionnaires.

To ensure the reliability and credibility of the results, tests must be administered under controlled and standardised conditions in all the sampled schools. The service provider must provide the reviewed Test Administration Manual (TAM) based on a matrix design. The allocation of the test forms to learners will be clearly outlined in the test administration model because the response rate per test form is important for reporting.

Using the TAM as a reference, the DBE will provide a fieldwork manual for all persons who will be involved in the administration and monitoring of tests in the sampled schools. Accordingly, the DBE will ensure that all fieldworkers at the sampled schools are suitably trained to carry out procedures to be followed in the monitoring and administration of tests.

The administration of tests and questionnaires will take place over 2 days per school. Day 1 will be the administration of Reading tests and the questionnaires (learner and teacher) and distribution of parent/guardian questionnaires. Day 2 will be the administration of Mathematics tests and the collection of parent/guardian questionnaires. The WSE questionnaire will be completed over three days.

The data collection period may be extended only under extreme circumstances which will be communicated with the service provider.

Monitoring will be done by the DBE and it is expected that the service provider must deploy its own observers.

### **6.3 Phase 3: Capture of data/Data entry**

The service provider must provide technical support and oversight as the DBE undertakes this phase.

After the collection of instruments from nodal points, data from all administered instruments will be captured using the data management/data entry software, provided by the service provider. A data management plan and data management/entry software training must be provided by the service provider in line with the work plan.

The service provider must provide detailed business processes for this phase on the following but not limited to the:



- a. data management plan that also includes data cleaning checks the DBE must follow while capturing;
- b. data capture/entry software online/offline; and
- c. set up of data capture centre proposal for use by the DBE.

#### 6.4 Phase 4: Data Cleaning, Analysis and Reporting

The service provider must provide technical support and oversight as it undertakes this phase.

**6.4.1** The service provider is expected to perform the **primary analysis and generation of plausible values and variables**. The activities will include detailed business processes for, both 6.4.1 and 6.4.2, this phase on the following but not limited to:

- a. unpack activities relating to data cleaning, primary analysis, technical oversight on analysis and support activities on reporting and release to the DBE;
- b. calculate sampling weights, response rates and developed a comprehensive sampling outcomes and a technical report;
- c. develop a primary analysis report with descriptions of the achievement scales and proficiency levels, an analysis of learner performance in Mathematics and Reading by grade, gender and province, and a discussion of the effect sizes of contextual factors on learner achievement;
- d. perform contextual data analysis, developed the contextual indices and explored the relationship between each contextual index and learner performance;
- e. develop a common achievement scale for learners in Grades 3, 6 and 9 for Mathematics and Reading. Scales must be set with a mean of 500 and SD of 100;
- f. perform a psychometric analysis of the cognitive data from the study. This include:
  - item calibration;
  - DIF analysis;
  - item conditioning;
  - equating analysis;
  - calculation of Weighted Likelihood Estimates (WLEs); and
  - Plausible Values (PVs).
- g. Link, align and benchmark learner performance results for the SE against the SDG 4.1.1.

Reporting must be based on monitoring progress at key stages of delivery against the quality learning outcomes that is the focus of this study. Progress reports must be given to the DBE throughout the project as agreed upon and indicated in the work plan.

Item Response Theory (IRT) must be used by the service provider to scale the data and assign sampling weights. The service provider must be able to provide a database containing the scale scores, proficiency levels, indices, and sample and replicate weights that can then be used for the analysis of findings.

**6.4.2** The service provider will be required to develop a data analysis plan in consultation with the DBE and undertake the **secondary data analysis** of the cognitive and contextual data. The activities will include detailed business processes for this phase on the following but not limited to the:

- a. appointment and recruitment of psychometricians/data analysts and report writers;
- b. development of an analysis plan and reporting plan;
- c. conduct secondary analysis of the cognitive and contextual data;
- d. developing the reports and packaging the results for different audiences;
- e. monitoring and quality assurance; and
- f. editing, design and layout.

The DBE will provide the service provider with an assessment framework and contextual framework that details the overall architecture of the study. Using these frameworks, the service provider must develop an analysis and reporting plan that takes into account the following:

- g. integration of the different components of the study into an integrated report;
- h. most appropriate ability estimates to use, minimisation of measurement error and accounting for error introduced in the complex sampling design by using appropriate analytical methods; and
- i. use of appropriate models to interpret relationships between constructs of interest such as learning outcomes and various contextual factors

In the data analysis plan there must be evidence of how the analysts will use complex survey methods such as utilising sample weights, sample replication methods, plausible values to estimate population parameters, and how correlations and regression analysis will be generated and applied. The analysis should also detail how the contextual data will

be used to support the interpretation of the relationship between contextual factors and learning outcomes.

The units of analysis for reporting must be agreed upon in consultation with the DBE. The reporting plan must also show evidence of how learner performance data will be interpreted taking into account:

- i. levels of learning against specified benchmarks;
- ii. item responses and diagnostic information on the strengths and weaknesses in learners' knowledge and skills;
- iii. Important sub-groups in the population;
- iv. factors associated with learner performance;
- v. factors associated with school support; and
- vi. factors associated with monitoring system support.

The analysis and reporting plans should also outline how contextual data relating to schools, parents/guardians, teachers, learners and the system will be used to explain the trends observed in the statistical data on curriculum competencies in the grade and the phase. Both the out-of-school factors and in-school factors outlined in the contextual framework must be linked to the learner performance data. The plan should also detail how recommendations for intervention strategies, teacher development and policy development will be factored.

The service provider will be expected to document in the reporting and dissemination plan how reporting can be facilitated for different and targeted audiences at national, provincial, district, school and teacher levels.

Once the reporting and dissemination plan has been approved by the DBE, the service provider will be responsible for writing a technical report, a main report and any additional reports/policy briefs agreed.

The Service Provider must first present a preliminary report with dummy tables for discussion and approval. Based on the review comments of the preliminary report, the final report must then be completed.

The service provider must also provide guidance and review during the analysis and reporting in the following possible ways to be confirmed by the DBE:

- Review of data analysis plan;
- Shadowing and review of secondary analysis;
- Review of reporting and dissemination plan; and

- Review of main report outline and draft report/policy briefs.

As part of capacity building the DBE experts and the service provider to conduct workshops to the DBE officials on:

- Sampling procedures and sample design;
- Item writing and coding;
- The use of IRT estimates and sample weights;
- Interpretation of the primary analysis data and proficiency scales; and
- Interpretation of the secondary analysis data.

At least one workshop must be face to face and the others will be virtual. The number and duration of the workshops will be approved and organized by the DBE. The maximum number of participants will be 35 which comprises of DBE and provincial officials.

The processing, analysis and reporting must be done in a manner that must ensure the confidentiality of the test instruments and the credibility of the study is maintained. The security of all materials is the responsibility of the service provider until they are finally released to the DBE. The code of conduct of staff and contracted workers and confidentiality agreements for all staff used by the service provider must be submitted to the DBE. This includes confidentiality of data saved in all software packages owned and/or used by the service provider.

## 6.5 Deliverables and timeframes

The key deliverables must be read in conjunction with the scope of work and the following must be reflected in the detailed work plan. The main deliverables are summarised in Table 3.

**Table 3: Expected deliverables and timeframes**

PHASE	DELIVERABLES	QUANTITY	DELIVERY TIME FRAME
<b>Phase 1</b>			
<b>Preparations for the Study</b>	(1) Bank confirmation letter guaranteeing that sufficient funds are available to cover Phase 1 activities	1 hard copy of the letter	<b>On submission of the signed contract</b>
	(2) Detailed work plan together with the budget submitted.	<ul style="list-style-type: none"> <li>• 1 soft/hard copy of the workplan</li> <li>• 1 soft/hard copy of the budget</li> </ul>	<b>Two weeks after the commencement date</b>

PHASE	DELIVERABLES	QUANTITY	DELIVERY TIME FRAME
	(3) Recruitment plan for all staff related to the project (4) Procurement plan	<ul style="list-style-type: none"> <li>1 soft copy clearly indicating the allocation of staff to each project phase activities</li> <li>goods and services will be required in each phase of the project</li> </ul>	Two weeks after the commencement date
	(5) Copy of the monitoring plan by the service provider for each of the phases.	1 soft copy of the monitoring plan	A month after the commencement date
	(6) Improved capture tools for WSE and District questionnaires included in the data management software	1 software programme to be used for data entry (it may be a work in progress)	A month after the commencement date
	(7) Software for sampling	<ul style="list-style-type: none"> <li>1 software programme to be used for the field trial (FT) and for the main study (MS) sampling</li> <li>Technical report on how sampling will be made for the FT and MS</li> </ul>	A month after the commencement date
	(8) Analysed and mapped field trial items to replaced published ones	1 soft copy of each grade and subject allocated for the applicable cluster/block	Two months after the commencement date
	(9) Reviewed all instruments, including FT items, and their codebooks and new codebooks for district and WSE questionnaires	1 soft copy of each of the grade, subject and questionnaires	Two months after the commencement date
	(10) Reviewed operation manuals	<ul style="list-style-type: none"> <li>1 soft copy of data collection training manual; and</li> <li>1 soft copy of data code of conduct for fieldworkers</li> </ul>	Two months after the commencement date
	(11) List of sampled schools and their replacements for each of Grade 3, 6 and 9 per province	1 soft copy of each grade and province	Two months after the commencement date
	(12) Data management software	1 software programme to be used for data entry	Two months after the commencement date
	(13) List of sampled schools indicating the sampled class for each of Grade 3, 6 and 9	1 soft copy of each grade and province	Three months after the commencement date
	(14) Copy of the reporting framework that will be used for each of the phases and key milestones.	1 soft copy of reporting framework	Four months after the commencement date
	(15) Draft programme for training of staff appointed/to be appointed	1 soft copy of the programme	Four months after the commencement date
<b>Phase 2</b>			
Data collection	(16) Final overall administration schedule with a range of dates	1 soft copy of the schedule per province	A month after commencement date
<b>Phase 3</b>			
Capture of data/Data entry	(17) Final overall data entry schedule with a range of dates	1 soft copy of the schedule per province	A month after commencement date
	(18) Data capture set up floor plan and specifications of resources (to be used by DBE)	1 soft copy of the proposed data capture floor plan	A month after commencement date

PHASE	DELIVERABLES	QUANTITY	DELIVERY TIME FRAME
<b>Phase 4</b>			
<b>Data cleaning, analysis and reporting</b>	(19) Data cleaning report	1 soft copy of the report	Ten months after the data collection date
	(20) Draft preliminary learner performance report with dummy tables	1 soft copy of the report	Fifteen months after the data collection date
	(21) Copy of draft national report in two parts: <ul style="list-style-type: none"> <li>• learner performance and</li> <li>• report on Reading and Mathematics per item analysis per subject per grade</li> </ul>	1 soft copy of draft national report	Eighteen months after the data collection date
	(22) Copy of final national report on the contextual data linked to the contextual framework.	1 soft copy of final national report	Twenty months after the data collection date
	(23) Detailed action plan on the line up of the capacity building workshops	1 plan with dates per workshop	Eighteen months after the data collection date
<b>Submission of a technical report and returning of scripts and questionnaires</b>	(24) Detailed technical report that outlines all the steps followed in each of Phases 1-4	1 soft copy of technical report	Twenty-four months after the data collection date
	(25) Records of all metadata handed over to the DBE.	1 soft copy of the record of returned scripts (including Proof of delivery)	Thirty months after the data collection date
<b>Workshops</b>	(26) Capacity building workshops plan	1 soft copy of the capacity building workshops plan	Thirty to thirty-nine months after the commencement date
<b>Preparations for next cycle</b>	(27) Report on lesson learnt and improvements on each of the phases of the project in preparation for the next cycle with recommendations	1 soft copy of the report on lesson learnt and improvements on each of the phases of the project	forty-two to forty-eight months after the commencement date
	(28) Meeting with the DBE on the discussion of the report in No.26	1 PowerPoint presentation based on the report	

6.5.1 The duration of the contract must cover all deliverables as listed in Table 3.

6.5.2 When deadlines are set, it will be expected of the service provider to deliver the required services within set timeframes. The timeframes agreed upon by the service provider and the DBE are binding.

6.5.3 A further breakdown of activities and its deliverables will be agreed upon with the appointed service provider and a final work plan must be approved by the DBE.

6.2.1. Should the service provider fail to complete the deliverables within the agreed timeframes no inflation or price increase will be considered.

## **7. REPORTING AND MONITORING**

**7.1.** The DBE will monitor the performance of the service provider in terms of the stipulated deliverables and timeframes. A Steering Committee, appointed by the Director-General comprised of DBE project managers and the lead managers from the service provider will regularly meet to monitor deliverables. These meetings will focus on the operational aspects of the project. Formal meeting procedures will be followed and approved and signed minutes will be kept by the DBE as official meeting records.

## **8. BIDDING REQUIREMENTS**

### **8.1. Mandatory requirements**

The Bidders must comply with the following mandatory requirements:

**8.1.1.** Bidders must provide a letter(s) that states the kind of technical support/service they have rendered or they provide to a national ministry or ministries of education in conducting large scale national assessment and/or international studies with primary and or secondary school going children. The letter must also include the year in which the service was last rendered or they started providing the service. The letter will be subjected to verification by the DBE.

**8.1.2.** Bidders must provide a published report of a national or international study using item response theory as a basis for analysis. The report must include evidence of creating and using tests based on a complex matrix design; sampling based on 2 stage design or equivalent methodology; evidence of equating assessment results over different assessment studies and across different grades.

**8.1.3.** All Bidders must provide verifiable proof of ownership or access to the software required to complete the project. This includes, but is not limited to, the following:

#### **8.1.3.1 Software Licenses**

- Bidders must submit copies of valid software licenses for all proprietary software that will be used in the project.
- Licenses must be current and cover the duration of the project.

**OR**

#### 8.1.3.2 Access to Software

- If the software is subscription-based or accessed via a cloud service, Bidders must provide documentation demonstrating active subscriptions or access rights.
- Documentation should include the name of the software, subscription details, and the period of validity.

**OR**

#### 8.1.3.3 Third-Party Software

- For any third-party software, Bidders must provide proof of agreements or contracts that grant them the right to use the software for the project.
- This includes any software that will be integrated or used in conjunction with the primary software.

8.1.4. The Service Provider or Consortium must submit a company profile(s). In the case of a consortium or a joint venture, a profile of each company must be submitted. The capacity of the team must reflect experience and expertise in capacity development for item development, data entry, data analysis using psychometrics including item response theory, and complex scoring designs, and benchmarking assessment results against UNESCO SDG 4.1.1 goal. The link (is not live) to the goal is provided. <https://learningdata.uis.unesco.org/index.php/pathways/report-on-sdg-4-1-1-to-improve-global-learning-outcomes/>

8.1.5. 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. Prices must be calculated according to the attached Annexure A (pricing schedule).

8.1.6. All Bids must be submitted on the official Standard Bidding Documents (SBD) forms, any alteration on the forms will lead to disqualification.

8.1.7. Bidders must submit no less than two (2) reference letters from different sources related to large scale national (representative sample/countrywide) assessment and/or international studies with primary and or secondary school going children. The letters must include the following:

- a. client letterhead;
- b. type of work/service rendered;
- c. duration of the contract; and



- d. all reference letters must be signed by the client serviced.
- 8.1.8. A confirmation letter from any financial institution stating availability of funds for the service provider to cover cost of the initial phase to the value of what has been quoted or a letter of surety that funds will be made available to cover costs of the initial phase.

**Bidders who do not comply with all of the above mandatory requirements will be disqualified.**

## **8.2. Non-Mandatory Requirements**

- 8.2.1 Bidders should return all fully completed and signed attached Standard Bidding Documents (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.
- 8.2.2 In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- 8.2.3 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; and
  - ii. The name of the leading company.
- 8.2.4 If Bidding with an intention of subcontracting certain tasks the Bidder should state, the name of the subcontract Company and percentage to be sub-contracted.
- 8.2.5 Bidders must submit a detailed work plan with clear break down of detailed activities per phase and duration per activity indicated.

## **8.3. Non-compulsory Briefing Session**

- 8.3.1 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](mailto:Tenders@dbe.gov.za). A link to the virtual meeting will be provided to the interested Bidders.

8.3.2 The questions and responses that took place during and after the briefing session will be uploaded on the e-Tender Publication Portal.

## 9. EVALUATION CRITERIA

Bidders must read Table 4 in conjunction with the scope of work but will be evaluated on the criteria in this section.

**Table 4: Evaluation Criteria on Functionality**

Evaluation Criteria	Description	Score														
<b>Company profile for the following 4 phases:</b>  - Phase 1: Preparations for the study;  - Phase 2: Data Collection;  - Phase 3: Capture of data/Data entry;  - Phase 4: Data Cleaning, Analysis and Reporting	<p>In addition to an overall project manager that must be assigned to the project, the Service Provider or Consortium must submit a profile of the project management team comprising of operational lead managers and experts that will be utilised.</p> <table><tr><th>Functionality</th><th>Score</th></tr><tr><td colspan="2"><b>Curriculum Vitae (CVs) of operational lead managers</b></td></tr><tr><td><u>All two</u> points must be covered:<ul style="list-style-type: none"><li>CVs of <u>four different</u> operational lead managers each allocated <u>per phase</u> (i.e. one for Phase 1, Phase 2, Phase 3 and Phase 4 of the study) are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul><b>OR</b></td><td><b>4</b> (1 point per CV with required information)</td></tr><tr><td><u>All two</u> points must be covered:<ul style="list-style-type: none"><li>CVs of <u>three different</u> operational lead managers allocated <u>for any of the four phases</u> are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul><b>OR</b></td><td><b>3</b></td></tr><tr><td><u>All two</u> points must be covered:<ul style="list-style-type: none"><li>CVs of <u>two different</u> operational lead managers allocated <u>for any of the four phases</u> are allocated for a specific phase are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul><b>OR</b></td><td><b>2</b></td></tr><tr><td><ul style="list-style-type: none"><li>1 – 4 CVs of different operational lead managers are provided but <u>not allocated per phase</u>; <b>OR</b></li></ul></td><td><b>1</b></td></tr><tr><td><ul style="list-style-type: none"><li>CVs of lead managers are <u>not</u> submitted</li></ul></td><td><b>0</b></td></tr></table>	Functionality	Score	<b>Curriculum Vitae (CVs) of operational lead managers</b>		<u>All two</u> points must be covered: <ul style="list-style-type: none"><li>CVs of <u>four different</u> operational lead managers each allocated <u>per phase</u> (i.e. one for Phase 1, Phase 2, Phase 3 and Phase 4 of the study) are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul> <b>OR</b>	<b>4</b> (1 point per CV with required information)	<u>All two</u> points must be covered: <ul style="list-style-type: none"><li>CVs of <u>three different</u> operational lead managers allocated <u>for any of the four phases</u> are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul> <b>OR</b>	<b>3</b>	<u>All two</u> points must be covered: <ul style="list-style-type: none"><li>CVs of <u>two different</u> operational lead managers allocated <u>for any of the four phases</u> are allocated for a specific phase are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul> <b>OR</b>	<b>2</b>	<ul style="list-style-type: none"><li>1 – 4 CVs of different operational lead managers are provided but <u>not allocated per phase</u>; <b>OR</b></li></ul>	<b>1</b>	<ul style="list-style-type: none"><li>CVs of lead managers are <u>not</u> submitted</li></ul>	<b>0</b>	17
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<u>All two</u> points must be covered: <ul style="list-style-type: none"><li>CVs of <u>three different</u> operational lead managers allocated <u>for any of the four phases</u> are submitted;</li><li>In the CV, relevant information for the specific phase for each manager is outlined;</li></ul> <b>OR</b>	<b>3</b>															
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<ul style="list-style-type: none"><li>1 – 4 CVs of different operational lead managers are provided but <u>not allocated per phase</u>; <b>OR</b></li></ul>	<b>1</b>															
<ul style="list-style-type: none"><li>CVs of lead managers are <u>not</u> submitted</li></ul>	<b>0</b>															

Evaluation Criteria	Description	Score
	<b>Highest qualification for the overall project manager</b>	
	<ul style="list-style-type: none"> <li>has a PhD qualification related to large scale assessment; <b>OR</b></li> </ul>	<b>4</b>
	<ul style="list-style-type: none"> <li>has a Masters degree related to large scale assessment; <b>OR</b></li> </ul>	<b>3</b>
	<ul style="list-style-type: none"> <li>has an Honours degree related to large scale assessment; <b>OR</b></li> </ul>	<b>2</b>
	<ul style="list-style-type: none"> <li>has a B degree; <b>OR</b></li> </ul>	<b>1</b>
	<ul style="list-style-type: none"> <li>has diploma(s) and/or certificates</li> </ul>	<b>0</b>
	<b>Highest qualification for the experts involved in the project (not per phase)</b>	
	<p><u>All three points must be covered</u>  The lead senior researcher (e.g. psychometrician/data scientists) <u>has</u>:</p> <ul style="list-style-type: none"> <li><u>a PhD or Masters qualification</u>; and</li> <li><u>his/her qualification is in the area of large scale assessment/educational research/standard setting etc.</u>; and</li> <li><u>is already part of the company's staff</u>. <b>OR</b></li> </ul>	<b>4</b> (1 point for qualification, 2 points for specialty; 1 point for existing staff)
	<p><u>All three points must be covered</u>  The lead senior researcher (e.g. psychometrician/data scientists) <u>has</u>:</p> <ul style="list-style-type: none"> <li>Honours or B degree qualification;</li> <li>his/her qualification is in the area related to large scale assessment.; and</li> <li>is already part of the company's staff; <b>OR</b></li> </ul>	<b>3</b>
	<p><u>Only two points are covered:</u></p> <ul style="list-style-type: none"> <li>The lead senior researcher is not part of the current staff establishment but there is an indication of a contracted researcher.</li> <li>his/her qualification must be in the area of large scale assessment/educational research/standard setting etc.;</li> <li><b>OR</b></li> </ul>	<b>2</b>
	<p><u>Only one point is covered</u> points must be covered:</p> <ul style="list-style-type: none"> <li>The lead senior researcher is not part of the current staff establishment but there is an indication of a contracted researcher.</li> <li>his/her qualification is not in the area related to large scale assessment etc.; <b>OR</b></li> </ul>	<b>1</b>
	<p>There is no lead senior researcher indicated as part of the current staff establishment or contract appointment</p>	<b>0</b>
	<b>Experience and publications</b>	

Evaluation Criteria	Description	Score
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of having: <ul style="list-style-type: none"> <li>10 years or more experience in managing large scale assessments (attach a signed company inception letter)</li> <li>compiled technical international/ regional/national reports on large scale assessments.</li> <li>compiled diagnostic reports on cognitive and contextual data; <b>and</b></li> <li>member(s) of staff that has/have published at least 1 paper related to large scale assessments in <u>the past 1 - 12 months before the bid submission date</u> (a link for the report and paper must be provided) <b>OR</b></li> </ul> </li> <li>The bidding company must show evidence of having: <ul style="list-style-type: none"> <li>7 – 9 years of experience in managing large scale assessments (attach a signed company inception letter)</li> <li>compiled technical international/ regional/national reports on large scale assessments;</li> <li>compiled diagnostic reports on cognitive and contextual data; <b>and</b></li> <li>member(s) of staff that has/have published at least 1 paper related to large scale assessments in <u>the past 13 - 18 months before the bid submission date</u> (a link for the report and paper must be provided) <b>OR</b></li> </ul> </li> <li>The bidding company must show evidence of having: <ul style="list-style-type: none"> <li>4 – 6 years of experience in managing large scale assessments (attach a signed company inception letter)</li> <li>compiled technical international/ regional/national reports on large scale assessments;</li> <li>compiled diagnostic reports on cognitive and contextual data; <b>and</b></li> <li>member(s) of staff that has/have published at least 1 paper related to large scale assessments in <u>the past 19 - 24 months before the bid submission date</u> (a link for the report and paper must be provided) <b>OR</b></li> </ul> </li> <li>The bidding company must show evidence of having: <ul style="list-style-type: none"> <li>1 – 3 years of experience in managing large scale assessments (attach a signed company inception letter)</li> </ul> </li> </ul>	<p><b>5</b> (2 points for experience, 1 point for tech reports; 1 point for diagnostic report, 1 point for publication)</p> <p><b>4</b></p> <p><b>3</b></p> <p><b>2</b></p>

Evaluation Criteria	Description	Score												
	<ul style="list-style-type: none"><li>- compiled technical international/ regional/national reports on large scale assessments;</li><li>- compiled diagnostic reports on cognitive and contextual data; <b>and</b></li><li>- member(s) of staff that has/have published at least 1 paper related to large scale assessments in <u>the past 24 or more months before the bid submission date</u> (a link for the report and paper must be provided) <b>OR</b></li><li>• The bidding company has <b>not shown</b> evidence of having:<ul style="list-style-type: none"><li>- experience in managing large scale assessments;</li><li>- compiled any technical reports on large scale assessments;</li><li>- compiled diagnostic reports on cognitive and contextual data; <b>and</b></li><li>- member(s) of staff that has/have publishing any paper</li></ul></li></ul>	0												
Work plan	<p>In this section Bidders must submit a detailed work plan which provides explanations, activities and processes on their functionality relating to each specific phase and indicate clear timelines.</p> <p>The four phases:</p> <ul style="list-style-type: none"><li>- Phase 1: Preparations for the study;</li><li>- Phase 2: Data Collection;</li><li>- Phase 3: Capture of data/Data entry; and</li><li>- Phase 4: Data Cleaning, Analysis and Reporting.</li></ul> <table><tr><th>Functionality</th><th>Score</th></tr><tr><td>The bidding company must show evidence of an existing a restricted SharePoint platform (attach screen shots of own SharePoint and not a generic version);_OR</td><td>2</td></tr><tr><td>The bidding company has <b>not shown</b> evidence of having a restricted SharePoint platform</td><td>0</td></tr><tr><td colspan="2"><b>A. Phase 1: Preparations for the study</b></td></tr><tr><td colspan="2"><b>Review of field trial items</b></td></tr><tr><td>The bidding company must show evidence of:<ul style="list-style-type: none"><li>• how and when to psychometrically review replacement field trial test items for inclusion into the main study is <u>outlined</u> with <u>realistic timelines</u>; <b>OR</b></li></ul></td><td>2</td></tr></table>	Functionality	Score	The bidding company must show evidence of an existing a restricted SharePoint platform (attach screen shots of own SharePoint and not a generic version);_OR	2	The bidding company has <b>not shown</b> evidence of having a restricted SharePoint platform	0	<b>A. Phase 1: Preparations for the study</b>		<b>Review of field trial items</b>		The bidding company must show evidence of: <ul style="list-style-type: none"><li>• how and when to psychometrically review replacement field trial test items for inclusion into the main study is <u>outlined</u> with <u>realistic timelines</u>; <b>OR</b></li></ul>	2	
Functionality	Score													
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The bidding company has <b>not shown</b> evidence of having a restricted SharePoint platform	0													
<b>A. Phase 1: Preparations for the study</b>														
<b>Review of field trial items</b>														
The bidding company must show evidence of: <ul style="list-style-type: none"><li>• how and when to psychometrically review replacement field trial test items for inclusion into the main study is <u>outlined</u> with <u>realistic timelines</u>; <b>OR</b></li></ul>	2													

55

Evaluation Criteria	Description	Score
	<p>The bidding company must show evidence of:</p> <ul style="list-style-type: none"> <li>how and when to psychometrically review replacement field trial test items for inclusion into the main study however, the <u>timelines are not realistic</u>; <b>OR</b></li> </ul>	1
	<p>The bidding company has <b>not shown</b> evidence of:</p> <ul style="list-style-type: none"> <li>how and when to psychometrically review replacement field trial test items for inclusion into the main study</li> </ul>	0
	<b>Aligning the Data Management System(s)</b>	
	<p>The bidding company must show evidence of:</p> <ul style="list-style-type: none"> <li>how and when to align the data management system(s) activities with the Bid requirements and has <u>clear timelines</u> for each phase; <b>OR</b></li> </ul>	3
	<p>The bidding company must show evidence of:</p> <ul style="list-style-type: none"> <li>how and when to align of the data management system(s) activities with the Bid requirements for <u>any two phases</u> and has <u>clear timelines</u>; <b>OR</b></li> </ul>	2
	<p>The bidding company must show evidence of:</p> <ul style="list-style-type: none"> <li>how and when to align the data management system(s) activities with the Bid requirements for <u>one phase</u> and has <u>unclear timelines</u> ; <b>OR</b></li> </ul>	1
	<p>The bidding company has <b>not shown</b> evidence of:</p> <ul style="list-style-type: none"> <li>how and when to align the data management system(s) activities with the Bid requirements</li> </ul>	0
	<b>Sampling Forms</b>	
	<p>The bidding company must show evidence of providing:</p> <ul style="list-style-type: none"> <li>a list of sampling forms that should be completed by the DBE for the sampling of schools and their replacements with realist <u>timelines</u>; <b>OR</b></li> </ul>	3
	<p>The bidding company must show evidence of providing:</p> <ul style="list-style-type: none"> <li>a list of sampling forms that should be completed by the DBE for the sampling of schools and their replacements but the <u>timelines are unrealistic</u>; <b>OR</b></li> </ul>	2
	<p>The bidding company has <b>not shown</b> evidence of providing:</p> <ul style="list-style-type: none"> <li>a list of sampling forms that should be completed by the DBE for the sampling of schools and their replacements</li> </ul>	0
	<b>Refinement of codebooks</b>	

Evaluation Criteria	Description	Score
	<p>The bidding company must show evidence of outlining:</p> <ul style="list-style-type: none"> <li>activities for the development/refinement of <u>all codebooks</u> i.e. Reading, questionnaires Mathematics, WSE as well as district data and have realistic <u>timelines</u>; <b>OR</b></li> </ul>	3
	<p>The bidding company must show evidence of outlining:</p> <ul style="list-style-type: none"> <li>activities for the development/refinement of any <u>4 codebooks</u> and have realistic timelines; <b>OR</b></li> </ul>	2
	<p>The bidding company must show evidence of outlining:</p> <ul style="list-style-type: none"> <li>activities for the development/refinement of any <u>3 codebooks</u> are listed but timelines are unrealistic; <b>OR</b></li> </ul>	1
	<p>The bidding company has <b>not shown</b> evidence of outlining:</p> <ul style="list-style-type: none"> <li>activities for the development/refinement of <u>none of the codebook</u> or the activities are of <u>less than any 3 codebooks</u></li> </ul>	0
	<b>Review of Manuals</b>	
	<p>The bidding company must show evidence of outlining activities to review administration manuals; <b>OR</b></p>	2
	<p>The bidding company has <b>not shown</b> evidence of outlining activities to review administration manuals</p>	0
	<b>Metadata Format</b>	
	<p>The bidding company must show evidence of outlining <u>clear processes</u> on how the metadata format will be packaged for DBE use; <b>OR</b></p>	2
	<p>The bidding company has <b>not shown</b> evidence of outlining processes on how the metadata format will be packaged for DBE use</p>	0
	<b>Phase 2: Data collection</b>	
	<b>Recruitment of observers</b>	
	<p>The bidding company must show evidence of outlining activities and processes to recruit and appoint observers and have realistic <u>timelines within the contract period</u>; <b>OR</b></p>	3
	<p>The bidding company must show evidence of outlining activities and processes to recruit and appoint observers but have <u>unrealistic timelines</u>; <b>OR</b></p>	2
	<p>The bidding company has <b>not shown</b> evidence of outlining activities and processes to recruit and appoint observers</p>	0







Evaluation Criteria	Description	Score
	<p>activities and processes on how the following <b>(any 1 or none)</b> will be developed :</p> <ul style="list-style-type: none"> <li>• a primary analysis report with descriptions of the achievement scales and proficiency levels;</li> <li>• an analysis of learner performance in Mathematics and Reading by grade, gender, quintiles and province; and</li> <li>• a discussion of the effect size of contextual factors on learner achievement</li> </ul>	
	<p><b>Contextual Data</b></p> <p>The bidding company must show evidence of activities and processes on how the following <b>(all 3)</b> will be performed:</p> <ul style="list-style-type: none"> <li>• contextual data analysis;</li> <li>• contextual indices; and</li> <li>• the relationship between each contextual index and learner performance. Realistic timelines are indicated; <b>OR</b></li> </ul> <p>The bidding company must show evidence of activities and processes on how the following <b>(any 2)</b> will be performed:</p> <ul style="list-style-type: none"> <li>• contextual data analysis;</li> <li>• contextual indices; and</li> <li>• the relationship between each contextual index and learner performance. Realistic timelines indicated; <b>OR</b></li> </ul> <p>The bidding company must show evidence of activities and processes on how the following <b>(1 or none)</b> will be performed:</p> <ul style="list-style-type: none"> <li>• contextual data analysis;</li> <li>• contextual indices; or</li> <li>• the relationship between each contextual index and learner performance</li> </ul>	<p>2</p> <p>1</p> <p>0</p>
	<p><b>SDG 4.1.1 &amp; Common Scales</b></p> <p>The bidding company must show evidence of activities and processes on how the following <b>(all 3)</b> will be developed:</p> <ul style="list-style-type: none"> <li>• a common achievement scale for learners in Grades 3, 6 and 9 for Mathematics and Reading;</li> <li>• scales set at a mean of 500; <b>and</b></li> <li>• a SD of 100; <b>OR</b></li> </ul> <p>The bidding company must show evidence of activities and processes on how the following <b>(any 2)</b> will be developed:</p> <ul style="list-style-type: none"> <li>• a common achievement scale for learners in Grades 3, 6 and 9 for Mathematics and Reading;</li> <li>• scales set at a mean of 500; <b>or</b></li> <li>• a SD of 100; <b>OR</b></li> </ul> <p>The bidding company has <b>shown 1/not shown</b></p>	<p>3</p> <p>2</p> <p>0</p>

Evaluation Criteria	Description	Score
	<p>evidence of activities and processes on how the following will be developed:</p> <ul style="list-style-type: none"> <li>a common achievement scale for learners in Grades 3, 6 and 9 for Mathematics and Reading;</li> <li>scales set at a mean of 500;</li> <li>a SD of 100</li> </ul>	
	<b>Cognitive Data</b>	
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of logical activities and processes on how a psychometric analysis of the cognitive data from the study will be performed <u>with realistic timelines</u>; <b>OR</b></li> </ul>	3
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how a psychometric analysis of the cognitive data from the study will be performed <u>with unclear/unrealistic timelines</u>; <b>OR</b></li> </ul>	2
	<ul style="list-style-type: none"> <li>The bidding company has <b>not shown</b> evidence of activities and processes on how a psychometric analysis of the cognitive data from the study will be performed</li> </ul>	0
	<b>Linking Outcomes</b>	
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how the outcomes of the study will be linked, aligned and benchmarked against the SDG 4.1.1; <b>OR</b></li> </ul>	3
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how the outcomes of the study will be linked, aligned and benchmarked against the SDG 4.1.1. The linking. The linking/alignment is not in the context of the South African study; <b>OR</b></li> </ul>	1
	<ul style="list-style-type: none"> <li>The bidding company has <b>not shown</b> evidence of activities and processes on how the outcomes of the study will be linked, aligned and benchmarked against the SDG 4.1.1</li> </ul>	0
	<b>Analysis and Reporting Plans</b>	
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes of how and when the analysis and reporting will be executed; <b>OR</b></li> </ul>	2
	<ul style="list-style-type: none"> <li>The bidding company has <b>not shown</b> evidence of activities and processes of how and when the analysis and reporting will be executed</li> </ul>	0
	<b>Secondary Analysis</b>	

Evaluation Criteria	Description	Score
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how <b>secondary analysis</b> of the cognitive and contextual data will be performed; <b>OR</b></li> </ul>	3
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how <b>secondary analysis</b> of the cognitive and contextual data will be performed. The activities and processes are not clear; <b>OR</b></li> </ul>	1
	<ul style="list-style-type: none"> <li>The bidding company has <b>not shown</b> evidence of activities and processes on how <b>secondary analysis</b> of the cognitive and contextual data will be performed</li> </ul>	0
	<b>Packaging Reports</b>	
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how reports and the packaging of the results for different audiences will be performed; <b>OR</b></li> </ul>	3
	<ul style="list-style-type: none"> <li>The bidding company must show evidence of activities and processes on how reports and the packaging the results for different audiences will be performed. The activities and packaging of results are not clear; <b>OR</b></li> </ul>	1
	<ul style="list-style-type: none"> <li>The bidding company has <b>not shown</b> evidence of activities and processes on how reports and packaging the results for different audiences will be performed</li> </ul>	0

<b>Data Management Systems</b>	<p>Bidders must submit evidence of a functional Data Management System(s) as it is the anchor of this project for each of the applicable phases.</p> <p>The following criteria will be used to guide to scoring of a functional system. The service provider may want to add further information on their data management system and are not limited to the listed criteria.</p> <p>It is important for the bidder to show relevant and specific screenshots of the functionality described</p>	<p><b>18</b></p>
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Functionality	Score
<b>Data Management System(s)</b>	
<b>Functionality of the system(s)</b>	
<p><u>Evidence on all three</u> points addressed and screen shots provided:</p> <ul style="list-style-type: none"> <li>The system(s) amongst others must be able to: <ul style="list-style-type: none"> <li>- sample schools and their replacements;</li> <li>- generate and export listing and tracking forms;</li> <li>- assigning learners to an instrument</li> <li>- generate learner/teacher labels;</li> <li>- provide input and export functions;</li> <li>- generate reports with data within the system(s);</li> <li>- capture data and perform consistency checks for double data entry;</li> </ul> </li> <li>draft user manual(s) is/are provided;</li> <li>activities and processes on how the system(s) will be aligned to the Bid are outlined with realistic timelines; <b>OR</b></li> </ul>	3
<p><u>Any two</u> of the three points are outlined in detail and screen shots provided:</p> <ul style="list-style-type: none"> <li>The system(s) amongst others must be able to: <ul style="list-style-type: none"> <li>- sample schools and their replacements;</li> <li>- generate and export listing and tracking forms;</li> <li>- generate learner/teacher labels;</li> <li>- provide input and export functions;</li> <li>- generate reports with data within the system(s);</li> <li>- assigning learners to an instrument</li> <li>- capture data and perform consistency checks for double data entry;</li> </ul> </li> <li>draft user manual(s) is/are <u>not</u> provided;</li> <li>activities and processes on how the system(s) will be aligned to the Bid are outlined with vague timelines; <b>OR</b></li> </ul>	2
<p><u>Only one</u> of the three points is outlined in detail and screen shots provided:</p> <ul style="list-style-type: none"> <li>The system(s) amongst others must be able to: <ul style="list-style-type: none"> <li>- sample schools and their replacements;</li> </ul> </li> </ul>	1

	<ul style="list-style-type: none"> <li>- generate and export listing and tracking forms;</li> <li>- generate learner/teacher labels;</li> <li>- provide input and export functions;</li> <li>- generate reports with data within the system(s);</li> <li>- capture data and perform consistency checks for double data entry;</li> </ul> <ul style="list-style-type: none"> <li>• draft user manual(s) is/are <u>not</u> provided;</li> <li>• activities and processes on how the system(s) will be aligned to the Bid are outlined with vague timelines</li> </ul> <p>No screen shots or only the function of the system(s) is outlined</p>	0		
<b>Sampling of schools</b>				
	<p><b>All three</b> points are provided:</p> <ul style="list-style-type: none"> <li>• a brief technical report submitted on how <u>sampling of schools</u> will be made according to the stratification;</li> <li>• a flow diagram on how sampling will be made must be included;</li> <li>• screen shots of the sampling processes from the system must be provided; <b>OR</b></li> </ul>	2		
	<p><b>Any two</b> of the three points are provided:</p> <ul style="list-style-type: none"> <li>• a brief technical report submitted on how <u>sampling of schools</u> will be made according to the stratification;</li> <li>• a flow diagram on how sampling will be made must be included;</li> <li>• screen shots of the sampling process from the system must be provided;</li> </ul>	1		
	<p><b>One or none</b> of the three points above are provided</p>	0		
<b>Within School Sampling</b>				
	<p><b>All two</b> points are provided:</p> <ul style="list-style-type: none"> <li>• <u>within school</u> sampling guide on the procedure;</li> <li>• a formula for the selection of the class is outlined; <b>OR</b></li> </ul>	2		
	<p><b>One or none</b> of the two points are provided:</p> <ul style="list-style-type: none"> <li>• <u>within school</u> sampling guide on the procedure;</li> <li>• a formula for the selection of the class is outlined</li> </ul>	0		
<b>Listing and Tracking Forms</b>				
	<p><b>All two</b> points are provided:</p> <ul style="list-style-type: none"> <li>• guidelines on how an upload of listing forms and tracking forms into the system will be</li> </ul>	2		

	<p>done;</p> <ul style="list-style-type: none"> <li>screen shots of the upload of the forms from the system are provided; <b>OR</b></li> </ul> <p><u>One or none of the two</u> points are provided together with the step by step screen shots from the system:</p> <ul style="list-style-type: none"> <li>guidelines on how an upload of listing forms <u>and</u> tracking forms into the system will be done;</li> </ul>	0		
	<b>Data Capture/Entry</b>			
	<p><u>All of the three</u> points are provided:</p> <ul style="list-style-type: none"> <li>screen shots of the data capture processes (step by step) from the system are provided;</li> <li>flow diagram of the data capturing process is provided</li> <li>list of resources required for data capture processes and norm times</li> </ul>	3		
	<p><u>Any two of the three</u> points are provided:</p> <ul style="list-style-type: none"> <li>screen shots of the data capture processes from the system are provided;</li> <li>flow diagram of the data capturing process is provided</li> <li>list of resources for data capture is included</li> </ul>	2		
	<p><u>One or none of the three</u> points above are provided</p>	0		



	<b>Review of DBE documents</b>	
	<u>All of the points</u> are outlined in detail with realistic timelines <ul style="list-style-type: none"> <li>activities and processes to review the following are outlined with realistic timelines: <ul style="list-style-type: none"> <li>existing codebooks for each instrument</li> <li>test administration manuals in preparation for data collection; <b>OR</b></li> </ul> </li> </ul>	3
	<u>All of the points</u> are outlined in detail and have realistic timelines but one of the sub-bullets is not covered <ul style="list-style-type: none"> <li>activities and processes to review the following are outlined with realistic timelines: <ul style="list-style-type: none"> <li>existing codebooks for each instrument</li> <li>test administration manuals in preparation for data collection; <b>OR</b></li> </ul> </li> </ul>	2
	<u>None of the points</u> above are outlined	0
	<b>Review of DBE data entry tools</b>	
	<u>All of the points</u> and sub-bullets are outlined in detail and have realistic timelines <ul style="list-style-type: none"> <li>activities and processes to improve the: <ul style="list-style-type: none"> <li>Whole-School Evaluation tool;</li> <li>district capture tool; and</li> </ul> </li> <li>how they will be incorporated into the data management software(s); <b>OR</b></li> </ul>	3
	<u>Any one of the points</u> and sub-bullets are outlined in detail and have realistic timelines <ul style="list-style-type: none"> <li>activities and processes to improve the: <ul style="list-style-type: none"> <li>Whole-School Evaluation tool;</li> <li>district capture tool; and</li> </ul> </li> <li>how they will be incorporated into the data management software(s); <b>OR</b></li> </ul>	2
	<u>None of the points</u> and sub-bullets above are outlined	0

Risk Management	Bidders are requested to submit a plan listing risks that are linked to each phase and alongside each risk, relevant mitigating solutions must be stated.										
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td><ul style="list-style-type: none"><li>• <b>5 or more</b> different risks related to each of the <u>four phases</u> are clearly articulated</li><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>3 - 4</b> different risks related to each of any <u>three of the four phases</u> are clearly articulated</li></ul></td><td>10</td></tr><tr><td><ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>1 - 2</b> different risks related to each of any <u>two of the four phases</u> are clearly articulated</li></ul></td><td>5</td></tr><tr><td><ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• No risks and mitigations <b>or</b> risks do not relate to activities in the phases <b>or</b> mitigating solutions do not relate to the risks</li></ul></td><td>3</td></tr><tr><td></td><td>0</td></tr></table>	Functionality	Score	<ul style="list-style-type: none"><li>• <b>5 or more</b> different risks related to each of the <u>four phases</u> are clearly articulated</li><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>3 - 4</b> different risks related to each of any <u>three of the four phases</u> are clearly articulated</li></ul>	10	<ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>1 - 2</b> different risks related to each of any <u>two of the four phases</u> are clearly articulated</li></ul>	5	<ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• No risks and mitigations <b>or</b> risks do not relate to activities in the phases <b>or</b> mitigating solutions do not relate to the risks</li></ul>	3		0
Functionality	Score										
<ul style="list-style-type: none"><li>• <b>5 or more</b> different risks related to each of the <u>four phases</u> are clearly articulated</li><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>3 - 4</b> different risks related to each of any <u>three of the four phases</u> are clearly articulated</li></ul>	10										
<ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• <b>1 - 2</b> different risks related to each of any <u>two of the four phases</u> are clearly articulated</li></ul>	5										
<ul style="list-style-type: none"><li>• alongside side each risk, realistic mitigating solutions are stated including protection of:<ul style="list-style-type: none"><li>- personal data;</li><li>- the metadata; and</li><li>- viruses within the data management systems etc.; <b>OR</b></li></ul></li><li>• No risks and mitigations <b>or</b> risks do not relate to activities in the phases <b>or</b> mitigating solutions do not relate to the risks</li></ul>	3										
	0										
TOTAL		100									

**Table 5: Summary of the evaluation criteria on functionality**

Evaluation Criteria	Score
company profile	17
work plan	55
data management system(s)	18
risk management	10
<b>Total</b>	<b>100</b>

Each of the criteria will be assessed and scored on the evaluation sheet using the above weights. Bidders who score less than 60 points on functionality, will not be considered for this tender.

## 10. PRICE AND PREFERENCE POINTS

### 10.1 Price

Bidder must in the costing present the budget in the format indicated in Table 6. The actual form that must be submitted with the Bid is attached as **Annexure A**.

**Table 6: Pricing Guide**

Phases	The price (in Rands) must have a unit cost multiplied by the quantity/rate/tariff/number of days/hours etc.					Total
	Activity/goods and services	2025 costs	2026 costs	2027 costs	2028 costs	
Phase 1	List of all cost drivers for this phase					
Phase 2	List of all cost drivers for this phase					
Phase 3	List of all cost drivers for this phase					
Phase 4	List of all cost drivers for this phase					
<b>Total 1</b>						
<b>VAT</b>						
<b>TOTAL 2</b>						

The price increase for the subsequent years must be built into the rate/tariff etc, where applicable.

### 10.2 Preference point system

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:**

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

*Ps*= Points scored for price of Bid under consideration

*Pt*= Rand value of acceptable Bid under consideration

*Pmin*= 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:

1. *The Bidder 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 in Table 7.*

Table 7: Evaluation Criteria

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	<b>Submit any of the documents below:</b> <ul style="list-style-type: none"> <li>• Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPDSA); <b>OR</b></li> <li>• Medical Certificate</li> </ul>		
Youth	6	DBE will utilise CSD Report to validate points claimed		
<b>Total Points</b>	<b>20</b>			

## 11. PAYMENT

Payment shall be effected proportionately on completion of each phase of the project as shown in **Table 8** and within 30 days of receipt of valid original invoices, satisfactory completion of deliverables and submission of applicable reports for the phase.

**Table 8: Payment distributed according to the completion of the following phases**

Phases	Proportion of Payment
Phase 1	40%
Phase 2	5%
Phase 3	5%
Phase 4	50%
TOTAL	100%

### Note

No payment will be made as a deposit or before completion of the entire phase.

All payments will be done in Rands (South African currency) fixed to the Rand exchange at the time of the signing of the contract (This only applies to Bidders outside the borders of South Africa).

## 12. CONDITIONS

- 12.1. 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.
- 12.2. The service provider will be expected to complete all phases of the project and adhere strictly to the deadlines agreed upon at all times and to compile written reports on completion of each phase.
- 12.3. The service provider is expected to demonstrate credibility and perform the services as described in this document.
- 12.4. The DBE will confine its contractual dealings with the primary service provider.

- 12.5.** The appointed service provider shall undertake to avoid any activity of whatsoever nature that may be detrimental to the Department's interest, goodwill and reputation during all phases of the project.
- 12.6. 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.
- 12.7.** Protection of Personal Information Act, No. 4 of 2013: Personal information must be processed lawfully and in a reasonable manner that does not encroach on the privacy of the data subject. Therefore the Department will enter into a Memorandum of Understanding (MOU) with the successful Bidder setting out the terms and conditions of processing and collecting the required information to ensure compliance with the privacy requirements as set out by the POPI Act before any information is disclosed to such Bidder.
- 12.8.** 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.
- 12.9.** 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.
- 12.10.** 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 from DBE.

**12.11.** The DBE reserves the right to change the Terms of Reference prior to the closing of a Bid.

**12.12.** The DBE reserves the right not to appoint a service provider and will not be held responsible for the reimbursement of the expenses incurred during their preparation of this bid.

### **13. COMMUNICATION**

**13.1.** 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.

**13.2.** All communication between the Bidder and the DBE must be in writing and addressed to the SCM Office at [Tenders@dbe.gov.za](mailto:Tenders@dbe.gov.za)

### **14. CONTACT DETAILS**

#### **Bid Enquiries**

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: [Tenders@dbe.gov.za](mailto: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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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	<b>Submit any of the documents below:</b> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) registration; <b>OR</b></li> <li>• National Council for Persons with Physical Disability in South Africa</li> </ul>		

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		
<b>Total Points</b>	<b>20</b>			

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



**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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 of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
4. Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

#### 9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

#### 10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

#### 11. Insurance

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

#### 12. Transportation

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

#### 13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 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.

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

Ja General Conditions of Contract (revised July 2010)