

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBE184	CLOSING DATE:	10 FEBRUARY 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND SUPPORT OF AN IMPROVED EARLY LEARNING NATIONAL ASSESSMENT APPLICATION TO BE USED BY ELNA ASSESSORS DURING FIELDWORK				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN ENTRANCE/ RECEPTION, SOL PLAATJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Dr 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	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE184

CLOSING DATE : 10 February 2023

TIME : 11:00

A compulsory briefing session will be held as follows:

DATE : 17 January 2023

**VENUE : Department of Basic Education;
222 Struben Street, Pretoria,
Conference Centre**

TIME : (strictly) 10:00 until 11:00

CONTACT PERSON: Mr Derrick Moukangwe

TEL. : (012) 357 3133

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: DBE184
Closing Time: 11:00	Closing date: 10 February 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Appointment of a service provider for the development and support of an improved Early Learning National Assessment application to be used by ELNA Assessors during fieldwork Refer to paragraph 10.1.2 of the Terms of Reference.	R.....

- Required by: **Department of Basic Education**

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE:

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF AND SUPPORT OF AN IMPROVED EARLY LEARNING NATIONAL ASSESSMENT APPLICATION TO BE USED BY ELNA ASSESSORS DURING FIELDWORK

1. BID DESCRIPTION

The appointment of a Service Provider to develop an enhanced ELNA application system including data hosting.

2. AIM

To appoint a suitable service provider for the development of and support of an improved Early Learning National Assessment (ELNA) application to be used by ELNA assessors during fieldwork. The system should meet the business needs for a digital assessment solution for ELNA for the Department of Basic Education (DBE) over a three-year period.

3. BACKGROUND

The DBE developed an assessment programme named ELNA in 2020 that enabled the national department to report on the percentage of children completing Grade R who are ready for Grade 1 in terms of emerging Literacy and Numeracy. To record the results of the ELNA, a capturing application was developed using open-source software, Tangerine, developed by RTI International, an independent, non-profit research institute. The Application is currently installed on 2019 Galaxy Tab A tablets (Build number RP1A.200720.012.T295XXU4CUK4) that are using an Android operating system. Currently the tablets are on version Android version 11. The primary use is to enable the recording of students' responses in oral early grade reading and mathematics skills assessments.

The application is aligned with the outcomes and performance standards expected for children exiting Grade R as expressed in the South African Curriculum Assessment Policy Statements (CAPS). This application involves a direct child assessment on a random sample of Grade 1 children by a trained and accredited assessor. These assessments are informed by consultation with DBE, provincial officials, and Early Childhood Development and Foundation Phase experts.

DBE needs an assessment application that provides the following benefits: -

- a) Is suitable to be used in a one-on-one situation where an Assessor engages with a learner and captures the results on a device operated by the Assessor;
- b) sufficient depth of data to understand application changes required to address child development gaps;

- c) identify signal areas that might need attention for children entering Grade 1;
- d) to strengthen pre-Grade 1 learning support and assist the Department with enhancements to Grade 1 bridging interventions;
- e) easy access to data by departmental officials;
- f) server hosting; and
- g) suitable continuous refinement and backend support.

4. SCOPE OF WORK

- a) The development of and support of an enhanced ELNA application that will enable the DBE's vision of improving the proportion of Grade R learners that are school ready. The Service Provider does not have to develop the assessment questions for the application.
- b) The scope of this project includes the following:
 - i. Detailed analysis of the current system functionality;
 - ii. Developing an enhanced ELNA solution;
 - iii. Test the solution;
 - iv. Implement the solution and provide support and maintenance for a period of three years in terms of an agreed Service Level Agreement;
 - v. Hosting the solution in the cloud environment at an agreed costed plan;
 - vi. Providing training to users of the system.

Subsequently to the development of the system, the successful service provider will be expected to implement the user and business requirements of the DBE in the development and enhancements required for the delivery and acceptance in the DBE environment.

The scope of work over a three-year period will include the following:

- a. Conduct a review of the current application used by DBE;
- b. Develop and provide an application that meets the business requirements of the DBE;
- c. Provide support during the annual data collection periods of February to April;
- d. Annual upload of data onto an online server during fieldwork; and
- e. Annual download and preparation of the data for analyses

5. NATURE OF REQUIREMENTS

- (i) improve the current ELNA application;
- (ii) pilot the application as a proof of concept;
- (iii) provide efficient training and support to DBE officials and ELNA Assessors;
- (iv) provide remote support to assessors during fieldwork;
- (v) upload the data to DBE environment server;
- (vi) provide enhanced reporting information;
- (vii) provide a complete data management plan;
- (viii) integrate with other online systems;
- (ix) clearly demarcate project responsibilities;

- (x) provide clear implementation options;
- (xi) provide the clear technical infrastructure needed,

In addition, the following requirements are included:

- (i) A three-year Service Level Agreement for maintenance, support, and enhancement service is required from the successful service provider before the system is handed over to DBE for full maintenance and support. The SLA will be for the remainder of the three-year contract once the system is handed over.
 - (ii) All ELNA application development and user documentation must be made available as part of the system delivery process.
 - (iii) A user training service is also required with adequate, comprehensive training material. The following levels of training are required:
 - Administration training,
 - User training,
 - Management training, and
 - Follow-up support must be available for the duration of the contract

The training will be conducted at the training facilities of the DBE in Pretoria. The training will be on-going but seasonal for the period of the contract. All logistical expenses for DBE trainees will be the responsibility of the DBE.
 - (iv) The successful service provider will have to compile and present a Risk Management Plan and a Security Management Plan to the DBE prior to the commencement of the project.
 - (v) The major objective of the project is to develop, support and maintain an enhanced ELNA application.
 - (vi) Hardware Specifications needed for the system must be indicated.
- (NB: The successful bidder is not responsible for the procurement of the tablets that will be used to host the ELNA system, however, it will be the responsibility of the successful bidder to provide the specifications of the cost-effective tablets that will be needed for the new or developed application)**

6. KEY ACTIVITIES AND REQUIREMENTS

The Service Provider or Consortium will deliver to the DBE the identified deliverables within the DBE ICT environment:

6.1.Functional Requirements

Requirement	Description
Registration, Login and password reset	<p>The application must enable users to:</p> <ul style="list-style-type: none"> a) Register b) Log in c) Reset password
Sampling	<ul style="list-style-type: none"> a) The application must randomly sample an intact class based on information provided on the number of classes with eligible learners in the school; The application should be able to randomly sample the 15 learners for the assessment based on the number of eligible learners provided by the Assessor after manual verification of learners present on assessment day and age suitability. (Though eight (8) learners are required more learners will be randomly sampled and assigned sample numbers to accommodate any eventualities – the first eight (8) sampled learners will be assessed after which learners will be utilized in sequential order according to sample numbers.) b) The sampling must accommodate a situation where two assessors are visiting a school and only one assessor performs the sampling where after learners are divided between assessors.
ID validation	<p>The application must be able to validate the learner's age in (69 – 89) months, using the ID number of the learner, alternatively, if an ID number is not available a date of birth must provide the information.</p>

Requirement	Description
Capture learner details	<p>The application must have the capability of capturing learner details:</p> <ul style="list-style-type: none"> a) Name b) Surname c) Id Number d) Gender e) Race f) Date of birth (Derived from the ID number) Passport (where applicable)
Capture School details	<p>The application must have the capability of capturing school details:</p> <ul style="list-style-type: none"> a) Province (Select) b) District (Select) c) School name (Select) d) EMIS Number (auto-populated) e) GIS location
Capture Assessment	<p>The application must have the following instruments: A variety of question types are used for the assessment e.g.</p> <ul style="list-style-type: none"> a) Language instrument (in 11 languages: Language of learning and Teaching) b) Mathematics instrument (in 11 languages: Language of learning and Teaching) c) Additional instrument "other". d) Date and time stamp functionality e) "Time to answer" capturing functionality <p>(The assessment instruments are developed by DBE and provided to the Service Provider who develops the capturing system):</p> <p>The screen must have the capability to perform the following actions:</p> <ul style="list-style-type: none"> f) Touch screen capability g) Easy navigation h) "Next" screen i) "Back" screen j) Zoom the screen k) Pause/On hold functionality l) Resume functionality m) Edit functionality n) Save functionality <p>The application must have the following capabilities:</p> <ul style="list-style-type: none"> o) Recording capability p) Audio capability q) Video capability

Notifications pop-up messages/notifications	The application should be able to submit the completed assessment. The application must provide notifications on: (a) successful submitted message (b) unsuccessful submitted message; and (c) indicate successful synchronization of offline data
Synchronisation	The application must be able to store submitted assessment data offline. The application must be able to synchronise offline data into the ELNA application database when a connection is available.
Requirement	Description
Dashboard	The application must have a dashboard (Where it will show if the data was synchronised or not) Generate progressive reports of schools per province
Back office capabilities	The service provider must develop back-end capabilities to perform the following requirements: a) Log in b) Upload content c) Upload documents d) Approve content e) Manage system users f) Save captured data from the application g) Edit information or content h) Reporting
Updating of instruments	After each assessment there might be a need to update tests items: a) Numbering of the items b) Pictures editing c) Adding of new items d) Audio files e) Video files f) Updating of scoring

6.2 Non-functional requirements

Requirement	Description
Secure application	The application should be a progressive web-based application that is secured, end-to-end against deliberate and sudden attacks from internal and external sources. User access should be established by means of: a) Username b) Password c) OTP (email or SMS)
Usability	The application must be usable online and offline
Capacity	The application must be able to store data offline until the data is synchronized
Data Integrity	Data must be validated based on agreed business rules

Requirement	Description
Availability	The application must be available offline and online anytime: a) The application shall be available 365 days on a 24/7 basis. b) The application availability must take into consideration (Mean-Time-To-Respond) and acceptable down times. c) Maintenance shall be done as per standard operating procedures
Hosting services	The application will be hosted in the service provider's cloud.
Accessibility	The application must be accessible from all internet devices, including mobile devices.
Audit trail	The application must be able to show the trail of transactions. Time and stamp for any action. The application must be able to track and log user transactions and activity per user and administrator for audit purposes.
Archives	Archiving of the ELNA data must adhere to the DBE archiving policy: Records and Registry Management Policy, DBE 2021 8.2.1.(a) Electronic Communications Act, 2005 (Act 36, 2005) – Proposed National Data and Cloud Policy (April 2021) Protection of Personal Information Act, 2020
Compliance	The application must comply with the following acts/standards a) Electronic Communications and Transactions Act, 2002 b) Protection of Personal Information Act, 2020 c) Minimum Interoperability Standards (MIOS) d) Minimum Information Security Standards (MISS)
Reliability	The application should be 100% reliable and continuously performs the specified functions without failure.
Efficiency	The application should be 100% efficient and ensure the applications handle the number of users at any time working in different transactions.
Integrity	The application should have integrity by ensuring that users are authenticated to have access and only the application administrator can add users or items on the application.
Scalability	The application should be scalable by expanding its processing capacity to meet an increase in demand.
Recovery	The application should be able to be recovered in 30 minutes,
Flexibility	The application must make automatic database updates regularly when data is synchronized from fieldwork devices.
Auto Save	The application must be able to allow users to continue where they exited if needed

6.3 Reporting requirements

Requirement	Description
Reporting	<p>The server should generate reports from the database where data is stored.</p> <p>The following are the example of reports that must be available:</p> <ul style="list-style-type: none"> a) Successfully submitted reports of the assessment b) Unsuccessfully submitted reports of the assessment c) Completed assessments d) Incomplete assessments e) exclusion reports f) Ad hoc reports as required. g) Reports by national, provincial and sub-populations
Audit trail	Complete audit trail facility to answer 5W+1H (Who, where, when, which, what, and How) activities in the system
Time frame	The time frame for extracting the statistical and analytical reports must be within four (4) weeks after the submission of data.
Report Sorting	<ul style="list-style-type: none"> a) Assessments received must be sorted according to the assessor, province, and date received. b) Weekly upload reports to track and monitor assessments uploaded on the server
Export	<p>The system must have the functionality to export data into the following format:</p> <ul style="list-style-type: none"> a) PDF b) Excel
Data management process	The system should adhere to the data management plan developed in consultation with DBE. The data management plan must address the acquisition, validation, storage and processing of ELNA data.

6.4 Training requirements

Requirement	Description
Course design specification document	This document provides the specifications for the training material development and training delivery approach per the user requirement.
Training manual – Online manual	The manual is used during training and as a reference document when the user is back at the workplace. It is structured into learning units with learning outcomes, usually in line with the main menu in the application
Train all users	DBE will require the Train the Trainer method. The Service provider is to train a maximum of 120 users over four (4) days for the three-year contract on an annual basis.
Training method	The mode of training is face-to-face, however, alternative training modes e.g. virtual and hybrid training should also be available if needed.

	Training will be provided at the DBE conference centre and DBE will be responsible for the venue, accommodation, printing of training materials and catering for the duration of the training.
Online help	The application must have online help for both users and officials (front end and back end), including an online training manual located in the application.

6.5 Implementation requirements

Requirement	Description
Operating hours	The solution will have to be operational 24 hours per day, 7 days per week, 52 weeks per year.
Technical support	Technical support must be available to the client remotely 24 hours per day, 7 days per week, 52 weeks per year in order to suit the possible operating hours of DBE.
Risks	Risk assessments should be automated for the DBE cloud platforms only and such risks should be fixed immediately.
Implementation Services (Overall)	Package the application for deployment into the production environment
Business Process Management (BPM)	DBE will be responsible for the BPM
End-user-service	It is a pre-requisite that the assessors use DBE provided and approved devices.

6.6 Functional support requirements

Requirement	Description
Post Implementation Functional Application Support (FAS) Provincial support	FAS will be required post-implementation in line with the SLA between Service Provider and DBE and based on call logging system. This support will be provided across 9 provinces and happen during fieldwork phases
Standby and overtime hours	After-hour support is required during fieldwork phases. (Approx. 2 months per annum)
Help Desk	Help desk services are required during fieldwork (Approx. 2 months per annum).
Ad-hoc training	Training will be a requirement post the development as and when required.

6.7 Integration requirements

Requirement	Description
Integration with standing DBE systems	Perpetuated data on the sampled schools in a specific assessment year will be made available by the DBE in Excel format for uploading onto tablets. The following data fields will be provided: a) Province (Select)

Requirement	Description
	b) District (Select) c) School name (Select) d) EMIS number (Auto populate from school name) e) GIS location

6.8 ELNA business rules

Requirement	Description
Rule 1	The ID number of learners must be validated according to the algorithm provided by the Department of Home affairs to avoid capturing an incorrect ID number. The ID number must be able to provide the age of learners in months as well as the date of birth.
Rule 2	The system must allow only learners of the required age, 69 – 89 months to be part of the assessment. Learners who fall outside this age range must be flagged when captured for the assessment and then be replaced with learners from the sampled pool of learners. (This rule will have to be refined during the testing phase of the project to ensure all possible eventualities are addressed e.g. immigrant learners with passport numbers, learners with only dates of birth, learners without ID documents)
Rule 3	Only Assessors identified by the DBE must access the application. All assessors must have DBE approved devices.
Rule 4	The application must be 100% functional when offline.

6.9 Hosting

Once the system is developed and implemented, hosting the system for the remainder of the three-year contract in the cloud environment will be a requirement and therefore needs to be included in the proposal.

Requirement	Description
Functional Application Support Service	<ul style="list-style-type: none"> • Business Advisory Services • Functional Application support • Incident and Request Management (Helpdesk) • Operational Data Management
Application Maintenance Service	Including but not limited to: <ul style="list-style-type: none"> • Corrective maintenance • Preventative maintenance • Perfective maintenance • Adaptive maintenance • Technical production support

Hosting Service	<ul style="list-style-type: none"> • The hosting service is a fully managed, embedded service included in the monthly runtime service. • Embedded security comprising anti-virus, threat management and monthly vulnerability assessments; • Backup and restore services • Disaster recovery (warm) for infrastructure
Service Desk	A dedicated help desk dealing with requests and incident management must form part of the hosting services.

7. PROJECT EXECUTION, DELIVERABLES AND TIME FRAMES

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

7.1. Phase 1: Analysis and project plan

Analysis of the current application drafting and submission of a comprehensive project plan:

Activity	Deliverable	Evidence	Time frame
a) Analysis of current ELNA application. DBE to provide the following: <ul style="list-style-type: none"> • Current application • User Requirement Specifications for new application. 	<ul style="list-style-type: none"> • Report on the analysis of the current ELNA application. 	<ul style="list-style-type: none"> • A detailed report on the analysis of the current ELNA application. • Supervisor signed off time sheets per activity claimed. 	2 Months
b) Compile a comprehensive project plan in conjunction with the DBE.	<ul style="list-style-type: none"> • Approved ELNA application development implementation project plan. 	<ul style="list-style-type: none"> • A proposed project plan indicating timelines for various phases and costing per phase including the cost drivers and projected costs. • Supervisor signed off time sheets per activity claimed. 	

7.2. Phase 2: Development of system

Phase 2 consists of the development and upgrading of the current ELNA application on the functional fit of the proposed ELNA application. The following main level activities have to be performed:

Activity	Deliverable	Evidence	Time frame
a) Service Provider to develop and update existing ELNA application Functional Design Specification (FDS) with DBE identified requirements. NOTE: Provision must be made for hardware and system software.	<ul style="list-style-type: none"> • Gap analysis report. • Updated ELNA FDS 	<ul style="list-style-type: none"> • Report on comparison of old and new application • First version of updated application • Supervisor signed off time sheets per activity claimed. 	4 months
b) Present and obtain DBE approval.	<ul style="list-style-type: none"> • Approved gap analysis report. 	<ul style="list-style-type: none"> • Approved gap analysis report signed off by both parties 	
c) Design and develop required functionality (including security requirements).	<ul style="list-style-type: none"> • Documented security requirements. • Enhanced ELNA application in test environment. • Approved security requirements. 	<ul style="list-style-type: none"> • Security requirements document • ELNA application on tablets • Supervisor signed off time sheets per activity claimed. 	
d) Compile test plan and obtain DBE approval.	<ul style="list-style-type: none"> • Approved test plan. 	<ul style="list-style-type: none"> • Test plan for a minimum of 30 schools across the five(5) quintiles. • Supervisor signed off time sheets per activity claimed. 	
e) Test enhanced ELNA application and correct errors.	<ul style="list-style-type: none"> • Completed test plan. 	<ul style="list-style-type: none"> • Databases of testing results available • Supervisor signed off time sheets per activity claimed. 	

Activity	Deliverable	Evidence	Time frame
f) Compile production implementation plan and obtain DBE approval.	<ul style="list-style-type: none"> DBE approved implementation plan. 	<ul style="list-style-type: none"> Supervisor signed off time sheets per activity claimed. 	
g) Implement enhanced ELNA application into production environment.	<ul style="list-style-type: none"> Implemented production ELNA application 	<ul style="list-style-type: none"> Supervisor signed off time sheets per activity claimed. 	

7.3. Phase 3: Hand over

In this phase it is proposed that the ELNA system, be used for full roll-out during a mock fieldwork. Parties will agree on the best and most desirable approach to follow. The phase will be two (2) months and will entail the following:

Activity	Deliverable	Evidence	Time frame
a) Fully operational ELNA system hand-over to DBE.	<ul style="list-style-type: none"> System fully operational System functional in the cloud environment. 	<ul style="list-style-type: none"> System can be accessed 	2 months
b) Training	<ul style="list-style-type: none"> Training material must include the full functionality of the ELNA system and attributes of effectiveness and efficiency must be applied. Full training material must be supplied to the users. 	<ul style="list-style-type: none"> Training manuals providing detailed training modules for various levels of training. Attendance registers of trained officials 	

7.4. Phase 4: Support and maintenance

In this phase support and maintenance will be provided for the remainder of the contract (estimated 28 months).

Activity	Deliverable	Evidence	Time frame
Refer to Number 6.9	<ul style="list-style-type: none"> • Post Implementation Functional Application Support (FAS) • Help Desk • Ad-hoc training 	<ul style="list-style-type: none"> • Monthly reports on support and maintenance provided. • All claims signed off by supervisor. 	28 Months

7.4.1. ELNA system maintenance and support

No	Service	Service definition
1	Adaptive maintenance	a) The modification of the ELNA system, performed after delivery, to keep the application usable in a changed or changing environment. b) Changed environment can be due to: <ul style="list-style-type: none"> i) business rules ii) government policies iii) work patterns iv) software platforms v) hardware upgrades
2	Corrective maintenance	a) The reactive modification of the ELNA system product performed after delivery to correct discovered problems. b) Corrective maintenance includes data corrections due to system errors, correction of application malfunctions and abnormal technical ends. c) Emergency maintenance.
3	Perfective maintenance	a) Software maintenance performed to improve the performance and maintainability of the ELNA system b) Perfective maintenance might entail: <ul style="list-style-type: none"> i) providing new functionality improvements for users c) Archiving (data archiving and retrieval mechanism).
4	Preventative maintenance	a) The modification of the ELNA system after delivery to detect and correct faults in the system b) Tasks such as: <ul style="list-style-type: none"> i) data restructuring ii) code restructuring c) No increase in functionality
5	Technical production support	a) Routine maintenance tasks: <ul style="list-style-type: none"> i. to submit a task (e.g. updating of ELNA items) ii. to refine ELNA items

No	Service	Service definition
		<ul style="list-style-type: none"> iii. scoring updates related to new/refined items iv. to monitor the system, including resolving of outstanding issues. v. release management b) Reporting: <ul style="list-style-type: none"> i. ad hoc reporting ii. statistical and analytical reporting c) System corrections due to user errors d) Knowledge management (if applicable): <ul style="list-style-type: none"> i. training provided to users ii. support to Functional Application Support

7.4.2. Training

A user training service is also required with comprehensive training material that matches the functionality of the ELNA system. The material will become the property of the DBE and provision must be made to train a maximum of 120 DBE-appointed officials annually for the duration of the contract. The following levels of training is required:

- i. Administration training,
- ii. User training,
- iii. Management training, and
- iv. Follow-up training over a one-year period.

This training will be done at the training facilities of the DBE in Pretoria or a communicated training venue using a face-to-face training mode and must include the disciplines of effectiveness and efficiency. The training will be ongoing for the period of the contract, three years and should accommodate any enhancements and refinements of the system including the enhancement of training materials. Training will be provided at the DBE conference centre, or any other applicable venue and DBE will be responsible for the venue, accommodation, printing of training materials and catering for the duration of the training.

7.4.3. ELNA system mandatory requirements

The following are mandatory requirements to which the proposed ELNA system must adhere to:

- a) The ELNA system must be a web-based application to be used across South Africa and must serve as a central repository for ELNA data.

- b) It is required that the provided ELNA system must be strongly secured. With regard to the integrity of the ELNA Database, it is vital that it does not become compromised.

7.5. Monitoring of the ELNA application

The ELNA solution must provide real-time monitoring of the administration process through the application. In addition, a number of standard reports (See 6.3) must be available that are updated regularly. The frequency of updates will be agreed upon with DBE.

Report	Frequency
a) Successfully submitted reports of the assessment	Daily after each successfully/ unsuccessfully submitted an assessment report
b) Unsuccessfully submitted reports of the assessment	
c) Completed assessments	
d) Incomplete assessments	
e) exclusion reports	
f) <i>Ad hoc</i> reports as required.	<i>Ad hoc</i> basis as and when required
g) User reports	Monthly reports on user activity on the system

8. MONITORING

8.1. 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 will regularly meet to monitor deliverables. These meetings will be added to regular project meetings that 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.

8.2. The DBE reserves the right to terminate the contract with the service provider at any point during the contract period should the performance of the service provider not meet the satisfactory requirements of the stipulated deliverables.

9. TECHNICAL INFRASTRUCTURE

9.1. DBE recognises how important it is that the ELNA data collection process should operate reliably, in conjunction with other systems and be supported with an effective customer service function. The infrastructure will need to include failover redundancy to minimise the risk of unexpected system downtime.

9.2. Having a stable, reliable and robust infrastructure is only part of the solution. Of particular importance is the provision of a highly efficient and effective help desk facility that the service provider and its partners will need to include as part of the service offered.

9.3.ELNA application server specification

Operating System: Latest MS operating system
Raid Configuration: Raid 5
CPU: Latest technology
RAM: 32GB,
HDD: Raid 5 with 4TB usable space
Small raid 0 +1 Drive

GITO will provide SQL services for the storage of the data once exported from the application server.

10.BIDDING REQUIREMENTS

10.1.Mandatory requirements

The Bidders **must** comply with the following mandatory requirements:

- 10.1.1. The Bidder must submit a company profile(s). In the case of a consortium or a joint venture, a profile of each company must be submitted.
- 10.1.2. 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.
- 10.1.3. Bidding as a consortium or joint venture must provide the following information and/or documents:
 - i. The agreement signed by nominated members of both/ all consortium or joint venture partners; and
 - ii. State the leading company.
- 10.1.4. Bidding with an intention of subcontracting certain tasks, the Bidder must state, the name of the subcontract Company and percentage to be sub-contracted.
- 10.1.5. All bids must be submitted on the official Standard Bidding Documents (SBD) forms **(any alteration on the forms will lead to disqualification)**.
- 10.1.5 Bidders to provide a Proof of Data centre accreditation (Valid certificate or Document)

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

10.2. Non-Mandatory Requirements

- 10.2.1. Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD3.1, SBD4, and SBD6.1). Non-submission of the SBD6.1 form will result in non-awarding of the B-BBEE points. SBD means Standard Bidding Documents.
- 10.2.2. In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.

10.3. Compulsory briefing session

The Department of Basic Education will hold a compulsory physical briefing session on a date and time as published. **Failure to attend the briefing session will result in disqualification of the submitted bid**

11.EVALUATION CRITERIA

Evaluation Criteria	Description	Score																
Company profile	<p>Detailed company profile indicating experience in the field of assessment system development, support and maintenance:</p> <ul style="list-style-type: none">The company profile is provided on a company letterhead and indicates registration of the company, structure of the company, staff and qualifications in relation to computer system development;Qualifications of staff is attached and relevant to assessment software development <table><tr><th>Functionality</th><th>Score /15</th></tr><tr><td>A detailed document containing the company profile with more than 5 years' experience. There is a clear company structure at various levels (management, analysis, development, programming, testing etc.) and the qualifications of staff are attached and relevant in the field (e.g. computer science, programming and hosting).</td><td>15</td></tr><tr><td>The document details the company profile, with 4 years' experience and a company structure and qualifications of staff are relevant to computer science, programming and hosting</td><td>12</td></tr><tr><td>The document contains a company profile indicating 3 years' experience, not a clear company structure and staff are not qualified in computer science, programming field</td><td>9</td></tr><tr><td>The document contains a company profile indicating 2 years' experience, not a clear company structure and staff are not qualified in computer science, programming field</td><td>6</td></tr><tr><td>The document contains a company profile indicating 1 years' experience, not a clear company structure and staff are not qualified in computer science and programming field</td><td>3</td></tr><tr><td>The company details are in the document, the company is newly registered as a one-person company and has some qualified staff.</td><td></td></tr><tr><td>No documents</td><td>0</td></tr></table>	Functionality	Score /15	A detailed document containing the company profile with more than 5 years' experience. There is a clear company structure at various levels (management, analysis, development, programming, testing etc.) and the qualifications of staff are attached and relevant in the field (e.g. computer science, programming and hosting).	15	The document details the company profile, with 4 years' experience and a company structure and qualifications of staff are relevant to computer science, programming and hosting	12	The document contains a company profile indicating 3 years' experience, not a clear company structure and staff are not qualified in computer science, programming field	9	The document contains a company profile indicating 2 years' experience, not a clear company structure and staff are not qualified in computer science, programming field	6	The document contains a company profile indicating 1 years' experience, not a clear company structure and staff are not qualified in computer science and programming field	3	The company details are in the document, the company is newly registered as a one-person company and has some qualified staff.		No documents	0	15
Functionality	Score /15																	
A detailed document containing the company profile with more than 5 years' experience. There is a clear company structure at various levels (management, analysis, development, programming, testing etc.) and the qualifications of staff are attached and relevant in the field (e.g. computer science, programming and hosting).	15																	
The document details the company profile, with 4 years' experience and a company structure and qualifications of staff are relevant to computer science, programming and hosting	12																	
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The document contains a company profile indicating 2 years' experience, not a clear company structure and staff are not qualified in computer science, programming field	6																	
The document contains a company profile indicating 1 years' experience, not a clear company structure and staff are not qualified in computer science and programming field	3																	
The company details are in the document, the company is newly registered as a one-person company and has some qualified staff.																		
No documents	0																	
N.B Data to remain within the borders of South Africa i.e. Local vs Global; further more Data must be stored within an accredited local Data Centre.																		

Possible Qualifications: (Qualifications relevant but not limited to these qualifications should be strengthened by years of experience in the relevant field)

Position	Qualifications
Management	MBA/BA in business management; BCom/Diploma/Certificate in Business Management; Diploma in Business Management; BCom/Post Graduate Diploma/Certificate/Diploma in Entrepreneurship
Analysis/ Development	BSc/MSc/Advanced Certificate in Data Science; Advanced Certificate in data engineering; Senior, Intermediate C#/C++ Developer; Microsoft Azure Developer Certificate/Advanced

	certificate; Microsoft business intelligence Certificate (MSBI); Computer System Development Diploma/Certificate; Web design Diploma/Certificate
Programming/ Testing	MSc/BSc in Data Science; Blockchain Certification PGD; Cyber Security Program; Certificate Programme in Blockchain; Big Data Programme; Full Stack Developer Course; Executive PGP in Dev Ops; Python Programming Certificate; SQL certificate/diploma ; Java programming certificate/diploma
Hosting	Master's in Big data management; SQL data base administrator; Cloud computing Advanced Certificate; Certificate/Advanced certificate in Cloud Architecture; Internet Information Services (IIS) Advanced Diploma/Diploma/Certificate; Communication Networks Advanced Certificate/Diploma/Certificate

Evaluation Criteria	Description	Score														
Experience	The bidder should provide recent reference letters on company letterheads with experience in the development of computer systems related to assessment, providing training materials and training as well as supporting and hosting of the developed systems including provisioning of in-house or company-based hosting server facilities	20														
	<table><tr><th>Functionality</th><th>Score /20</th></tr><tr><td>At least (5) five reference letters not older than six(6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system</td><td>20</td></tr><tr><td>Four (4) letters not older than six (6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system</td><td>16</td></tr><tr><td>Three (3) letters not older than six (6) years indicating system development, training provisioning as well as support services of a system not related to assessment.</td><td>12</td></tr><tr><td>Two (2) letters not older than six (6) years indicating system development but not related to assessment systems.</td><td>8</td></tr><tr><td>One reference letter, older than six (6) years indicating one or two of the requirements.</td><td>4</td></tr><tr><td>No documents</td><td>0</td></tr></table>	Functionality	Score /20	At least (5) five reference letters not older than six(6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system	20	Four (4) letters not older than six (6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system	16	Three (3) letters not older than six (6) years indicating system development, training provisioning as well as support services of a system not related to assessment.	12	Two (2) letters not older than six (6) years indicating system development but not related to assessment systems.	8	One reference letter, older than six (6) years indicating one or two of the requirements.	4	No documents	0	
	Functionality	Score /20														
	At least (5) five reference letters not older than six(6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system	20														
	Four (4) letters not older than six (6) years indicating system development, training provisioning as well as support services and successful hosting of an assessment system	16														
	Three (3) letters not older than six (6) years indicating system development, training provisioning as well as support services of a system not related to assessment.	12														
	Two (2) letters not older than six (6) years indicating system development but not related to assessment systems.	8														
	One reference letter, older than six (6) years indicating one or two of the requirements.	4														
No documents	0															

Evaluation Criteria	Description	Score
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Project plan

Bidders should outline in meticulous detail how the plan would be managed, who the management team are, their expertise in the field of system development, the various levels of the project e.g. analysis, conceptualization, development, prototype testing, refining and implementation in terms of the various timeframes in the bid document as well as the support, maintenance and hosting post the delivery of the system. Reporting against an internally developed framework stipulating activities, deliverables, risk analyses and -mitigation and timeframes will be an advantage.

40

Functionality	Score /40
The plan indicates the following aspects with meticulous precision: (4 points awarded for each identified function)	40
<ul style="list-style-type: none"> • Analysis of the current system • The conceptualization of a new comprehensive system • Preparing a detailed project plan including project-based principles • Documenting different levels of staff will deal with various aspects of the project e.g. analysis, development, testing, support, maintenance • Resource allocation and timeframes given to various phases of the project • Testing plan of the system • Hosting plan – hardware, software, human capital required • Development of training material and training. • Detailed post-delivery support plan • Reference to lessons learn from previous projects infused in the project plan 	
The plan contains all aspects mentioned above and more	40
The plan contains seven nine (9) aspects mentioned above	36
The plan contains eight (8) aspects mentioned above	32
The plan contains seven (7) aspects mentioned above	28
The plan contains six (6) aspects mentioned above	24
The plan contains five (5) aspects mentioned above	20
The plan contains four (4) aspects mentioned above	16
The plan contains three (3) aspects mentioned above	12
The plan contains two (2) aspects mentioned above	8
The plan contains one (1) aspect mentioned above	4
The plan is incoherent and does not address any of the aspects mentioned above	0

Evaluation Criteria	Description	Score
Risk management plan	A well-defined risk plan is developed where risks are anticipated, classified in terms of probability (Low, medium and high) and mitigating strategies are proposed should the risk realise. Risks associated with, but not limited to, human capital, financial resources, timeframes, implementation and support, dealing with load shedding and associated connectivity issues, maintenance and hosting need to be addressed in the risk management plan:	25
	</	

Each of the criteria will be assessed and scored on the evaluation sheet using the above weights. **Bidders who score less than 70 points on functionality, will not be considered for this tender.**

12. PRICE AND B-BBEE EVALUATION (80/20)

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 *BBBEE* points. (Refer to attached SBD 6.1 form).

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

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

P_s = Points scored for price of bid under consideration

P_t = Rand value of acceptable bid under consideration

P_{min} = Rand value of lowest bid

Bidders are required to submit a valid BBBEE certificate or sworn affidavit in a case of Exempted Micro Enterprise or Qualifying Small Enterprise in order to claim preference points. Non-submission of a valid BBBEE certificate or sworn affidavit will lead to a bidder scoring zero (0) for preference points.

13. PAYMENT

Payment shall be affected proportionately on completion of each phase of the project as shown in **Table 2** and within 30 days of receipt of valid original invoices.

Table 2: Payment distributed by Project Phase

PHASE	Source of evidence	Proportion of Payment
Phase 1		
1) Analysis of current ELNA application	<ul style="list-style-type: none">A detailed report on the analysis of current ELNA application.	7%
2) Compile a comprehensive project plan in conjunction with the DBE.	<ul style="list-style-type: none">A proposed project plan indicating timeframes for various phases and costing per phase including the cost drivers and projected costs.	
Phase 2		
3) Service Provider to develop and update existing ELNA application Functional Design Specification (FDS) with DBE identified requirements. NOTE: Provision must be made for hardware and system software.	<ul style="list-style-type: none">Report on comparison of old and new applicationFirst version of updated application	35%
4) Design and develop required functionality (including security requirements).	<ul style="list-style-type: none">Documented security requirements.Enhanced ELNA application in test environment.Approved security requirements.	
5) Compile test plan and obtain DBE approval.	<ul style="list-style-type: none">Approved test plan.	
6) Test enhanced ELNA application and correct errors.	<ul style="list-style-type: none">Completed test plan.	
7) Compile production implementation plan and obtain DBE approval.	<ul style="list-style-type: none">DBE approved implementation plan.	
8) Implement enhanced ELNA application into DBE production environment.	<ul style="list-style-type: none">Implemented production ELNA application	

Table 2: Payment distributed by Project Phase

PHASE	Source of evidence	Proportion of Payment
Phase 3		
9) Fully operational ELNA system hand-over to DBE.	• System fully operational	8%
10) Training	• Training material must include the full functionality of the ELNA system and attributes of effectiveness and efficiency must be applied.	
Phase 4: ELNA system maintenance (28 months)		
16. Functional Application Support Service	Monthly signed off reports provided on maintenance and support provided.	42% of contract amount divided into 28 monthly payments of 1,5%
17. Application Maintenance Service		
18. Hosting Service		
19. Service Desk		
20. Closing out report	Final closing down report on the project	3%
TOTAL		100%

Please Note: For all deliverables that are claimed the relevant supporting Evidence must be attached to invoices before payment would be affected.

14. CONDITIONS

- 14.1 ELNA material compiled for and by the Department of Basic Education (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
- 14.2 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.
- 14.3 In the case of any ELNA System assessment 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 the DBE

- 14.4 The Service Provider shall submit ELNA system datasets in Excel format 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.
- 14.5 The Service Provider will be expected to complete all phases of the project, and adhere strictly to the deadlines specified. A written report on completion of each phase is mandatory.
- 14.6 The Service Provider is expected to demonstrate credibility and perform the services as described in this document.
- 14.7 DBE will confine its contractual dealings with the primary service provider in a case where there is a consortium
- 14.8 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
- 14.9 The DBE reserves the right to change the Terms of Reference prior to the closing of the bid.
- 14.10 **Termination for default:** The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier reserves the right to terminate this contract with the appointed service provider, in accordance with clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.
- 14.11 The Bidder/s must submit proof of registration with the National Treasury's Central Supplier Database (CSD).
- 14.12 Consortiums, who possess all the functional knowledge and experience, will be considered for this proposal but proposals must clearly indicate the organization that will be the lead agency that will take full managerial and technical accountability for the outcomes of this proposal.

15.COMMUNICATION

- 15.1. DBE shall communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 15.2. Any communication to any government 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 by the bidder is discouraged.
- 15.3. All communication between the bidder and the DBE must be in writing and addressed to Supply Chain Management Office at Tenders@dbe.gov.za.
- 15.4. All correspondence regarding this bid should be directed as per the below contact details:

16.CONTACT DETAILS

Bid Enquiries

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134
E-mail: Tenders@dbe.gov.za

Enquiries must be made at least fourteen (14) days before the closing date of the bid.

ANNEXURE A: TYPES OF QUESTIONS THAT NEED TO BE ACCOMMODATED IN THE ASSESSMENT TOOL

The image displays four screenshots of a mobile application interface for an assessment tool. The first screenshot shows a 'Background Information' section with fields for 'Child ID' (1303165025082), 'Tangerine Student ID' (6GSFrC), 'Child's first name' (Pieter), 'Child's surname' (Prinsloo), and 'Child's date of birth' (2012/12/01). The second screenshot shows a date picker for 'Child's date of birth' set to 'Sat, 16 Mar'. The third screenshot shows a list of 'Child's home language' options: Afrikaans, English (selected), isiNdebele, isiXhosa, isiZulu, Sepedi, Sesotho, Setswana, Siswati, Tshivenda, Xitsonga, and Other. The fourth screenshot shows a feedback section with options: 'Correct', 'Incorrect', 'Did not attempt', and 'Griefe'.

Background Information

Child ID
The child's official ID number
Enter your response to above question here
1303165025082

★
Tangerine Student ID
Enter your response to above question here
6GSFrC

★
Child's first name
Enter your response to above question here
Pieter

★
Child's surname
Enter your response to above question here
Prinsloo

★
Child's date of birth
2012/12/01

Child's home language
☐ Afrikaans
☒ English
☐ isiNdebele
☐ isiXhosa
☐ isiZulu
☐ Sepedi
☐ Sesotho
☐ Setswana
☐ Siswati
☐ Tshivenda
☐ Xitsonga
☐ Other

★
Griefe
Correct
Incorrect
Did not attempt

Back Next Next Back

10:00

Add two counters.

★

There are 8 counters.
Now I will add 2 more counters.
How many now?

☒ Could not count correctly.

☐ Says 10 (without starting from 1)

☐ Counts from 1 - 10

☐ Did not make an attempt

Put 6 counters on the desk.

★

There are 6 counters.
How many more are needed to make 9.

☒ Could not count correctly.

☐ Says 3 (without starting from 1)

☐ Adds 3 counters and counts on

☐ Did not make an attempt

Back Next

III □ <

10:00

WHO Scoresheet

★

Did this child seem to have difficulty seeing?

☐ Yes

☐ No

★

Did this child seem to have difficulty with hearing?

☐ Yes

☐ No

★

When you told this child to do something, did they seem to have difficulty understanding what you were saying?

☐ Yes

☐ No

★

Did this child have any difficulty in moving their arms, hands and fingers?

☐ Yes

☐ No

III □ <

10:00

Maths Item 11 (Questions)

Arrange the 6 counters as follows.

ifc ● ● ● ● ● ●

Point to each counter (left to right) and say the colour.

★

Red, green, red, green, red, green ... what comes next?

☒ Could not complete the pattern

☐ Able to complete the pattern

☐ Did not make an attempt

Arrange the 7 counters as follows.

● ● ● ● ● ● ●

Point to each counter (left to right) and say the colour.

★

Red, green, blue, red, green, blue, red ... what comes next?

☒ Could not complete the pattern

☐ Able to complete the pattern

☐ Did not make an attempt

III □ <

10:11

Alert

The app will now check for an application update and attempt to download. Please stay connected to the internet during this process. Tap OK to proceed.

OK

III □ <

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

- a may be due to him a
- 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.

Js General Conditions of Contract (revised July 2010)