

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	LDE/B10/2025/26	CLOSING DATE:	12 DECEMBER 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, CUSTOMIZE, ENHANCE, IMPLEMENT, MAINTAIN AND SUPPORT ONLINE LEARNER ADMISSION AND PLACEMENT SYSTEM SOURCE CODE FOR THE DEPARTMENT. PERIOD: 3 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MABUNDA G.S.S		CONTACT PERSON	LEBESE KO	
TELEPHONE NUMBER	082 049 7346		TELEPHONE NUMBER	082 613 4928	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za		E-MAIL ADDRESS	LebeseKO@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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, 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](http://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:

.....

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: <b>LDE/B10/2025/26</b>
Closing Time <b>11:00</b>	Closing date: <b>12 DECEMBER 2025</b>

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

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

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH

6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE  
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where



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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black people	2	
Youth	2	
Women	4	
Person with disability	1	
Small, Medium and Micro Enterprises (SMMEs)	1	

## DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

1 25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2 1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2 2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2 3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3 1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3 2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

4 1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5 1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5 2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5 3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5 4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6 1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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



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

Js General Conditions of Contract (revised July 2010)



**LIMPOPO**

**PROVINCIAL GOVERNMENT**  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**EDUCATION**

**TERMS OF REFERENCE  
(TOR)**

**RFB NO.**

**LDE/B10/2025/26**

**DESCRIPTION OF SERVICE:**

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, IMPLEMENT, MAINTAIN AND SUPPORT ONLINE LEARNER ADMISSION AND PLACEMENT SYSTEM FOR THE LIMPOPO DEPARTMENT OF EDUCATION (LDOE) PERIOD: THREE (03) YEARS.**

**COMPULSORY BRIEFING SESSION: N/A**

**NB: THIS BID IS OPEN TO SERVICE PROVIDERS WHO ARE IN THE INFORMATION & COMMUNICATION TECHNOLOGY (ICT) APPLICATION AND SYSTEMS DEVELOPMENT SPACE ONLY.**

## BACKGROUND

The Department currently utilises a manual process for administering applications for learner admission into public primary and secondary schools. In certain urban areas with significant economic activity, such as mines and schools around Polokwane, challenges arise due to high competition for placement in preferred schools. As a result, parents are often required to queue for extended periods to collect and submit application forms. In some cases, parents may even spend the night at schools to secure priority admission for their children.

The Limpopo Department of Education intends to appoint a service provider to supply, configure, implement, support, and maintain a secure, scalable, and fully functional **Online Learner Admissions and Placement Management System** ("the System"). The System must be available to all public schools within the province and must support the full end-to-end learner admissions cycle in a transparent, equitable, and auditable manner.

## INTRODUCTION

The Terms of Reference (TOR) will outline the advanced technical and functional specifications for the design, customization, enhancement, deployment, and ongoing maintenance of a **cloud-native, enterprise-level Learner Admissions Management Platform (LAMP)**. **Learner Admissions and Placement Management System** ("the System").

The platform which should be used for the system should be engineered with a modern multi-layered architecture that supports **multi-tenancy, microservices, and modular monolith hybrid design**, adopting **clean architecture, domain-driven design (DDD)**, and **CQRS** principles.

The solution should be built to scale securely, integrate intelligently, and operate efficiently across web, desktop, and mobile channels.

## SCOPE OF WORK

The appointed service provider must deliver:

- A complete Online Learner Admissions and Placement System
- All required hosting, infrastructure, cybersecurity, and cloud services
- Integration with SA-SAMS and other Department-selected systems
- Implementation, configuration, training, and change management
- Helpdesk, support and maintenance for the contract duration
- Annual optimization, performance tuning and security testing
- User manuals, technical documentation and training material
- Onsite and remote support during all admission phases
- assume full responsibility for delivery, including architecture, deployment, quality assurance, cyber-security compliance, and ongoing support.

## FUNCTIONAL REQUIREMENTS

The System must include the following minimum functional components.

### Parent/Guardian Application Portal Core

- Mobile-responsive web portal.
- User registration with identity verification.
- Add/manage multiple learners.
- Select multiple school choices.
- Upload supporting documents.
- Real-time status notifications (SMS, email, optional WhatsApp).
- Disability and special-needs features
- Appeals submission interface for rejected or undesired placements.

### Appeals Management Module

- Parents may submit appeals with supporting documents and motivation.
- Dashboard for district & provincial officials.
- Workflow routing, approval/decline functionality, escalations
- Automated communications of outcomes.
- Full audit trail of decisions.
- Integration with placement engine for instant post-appeal placement.

### School Management Console

- Manage school capacity per grade.
- Review and verify applications
- Document validation.
- Secure messaging with parents
- School **address geo-tagging** for distance-based placement rules.
- Integration with **SA-SAMS** for data import/export.

### District & Circuit Management Console

- Oversight of all schools in the district.
- Tools for managing disputes, escalations, and late applications.
- Monitoring of high-pressure schools.
- District appeals handling.
- Geo-mapped dashboard showing demand, pressure, and hotspots.

### Provincial Head Office Console

- Full oversight of the provincial admissions cycle.
- Management of phases (early, late, appeals).
- Final appeals processing.
- Real-time dashboards and system-wide analytics.
- Policy configuration and rule management.

### Automated Placement Logic

- Placement rules must be configurable and transparent, incorporating
- Feeder-zone or distance-based rules (via geolocation)
- Sibling rules
- Age/grade progression
- Programme of choice
- Capacity constraints
- Special-needs prioritisation
- Auditable rationale for each placement decision

#### **Placement Recommender Engine**

- The System must include an intelligent recommender engine capable of  
Identifying unplaced learners
- Analysing available capacity in nearby schools
- Producing ranked placement recommendations
- Providing rationale per recommendation
- Supporting batch placement runs

#### **Document Management**

- Secure document upload, storage, retrieval, and classification
- Full audit log for document actions.

#### **Reporting & Analytics**

- School, district and provincial dashboards.
- Real-time reporting on applications, placements, capacity.
- Customised drill-down BI dashboards.
- PDF/Excel/CSV export.
- Automated export of placement lists to SA-SAMS in compatible format.

#### **Communication Engine**

- SMS, email, optional WhatsApp.
- Bulk and individual communications.
- Configurable templates
- Complete message audit logs

#### **Helpdesk, Query Management and Skills Transfer**

- Parent-facing query module.
- Ticketing and escalation.
- Integration with a communication engine
- Heatmaps of unplaced learners.
- Feeder-zone/distance calculation.
- Mapping tools within dashboards.
- Development of skills transfer plan

- Train and capacitate departmental officials throughout the System development lifecycle, and maintenance
- The training must include user guides, manuals, video content, and quick reference guides

The following to be trained. School administrators, District and circuit officials, Provincial HO staff (incl, ICT and helpdesk)

- Fully POPIA-compliant, explainable AI outputs.

### **Technologies & Frameworks**

**ASP.NET Core 8:** Powers the main web services and API ecosystem, supporting cross-platform compatibility and high performance.

**.NET Framework 4.8:** Maintained solely for legacy interop (e.g., SSRS reporting), ensuring backwards compatibility with existing government reporting tools.

**C# 12, TypeScript, JavaScript (ES6+), and jQuery (legacy support).**

**Blazor WebAssembly & Blazor MAUI (Mobile/Desktop):** Unified front-end technology stack for hybrid cross-platform UX.

**Xamarin Forms (phased out):** Existing mobile apps remain operational during MAUI migration.

**Progressive Web App (PWA)** optimization for browser-installed experiences.

### **Environmental Architecture & Frontend Evolution**

The entire environment must be **strategically architected to support full PWA compliance**, enabling the platform to function with native-like features across supported browsers and operating systems. This includes:

- Offline support via **service workers**
- Background synchronization
- Push notifications and local caching
- Responsive design with device-aware adaptive rendering
- This architecture must provide seamless experience on desktop, tablet, and mobile, **without requiring immediate app store downloads**, significantly reducing user onboarding friction and enhancing accessibility for remote and underserved areas.

### **App Store Deployment Readiness**

The PWA-first architecture must be complemented by an integrated roadmap for **native store deployments**, including:

**Android (Google Play Store)**

**iOS (Apple App Store)**

**Windows Store (via MSIX or MAUI packaging)**

This process must involve:

- Packaging and signing the Blazor MAUI hybrid app using .NET 8 workloads  
Integrating native device features such as biometric authentication, camera/document upload, GPS (for regional mapping or proximity-based allocations), and secure keychain storage
- Leveraging **CI/CD pipelines** for automated publishing and update delivery
- Handling store-specific compliance, such as privacy manifest enforcement for iOS and digital assets links for Android WebAPK compatibility

This planned evolution must introduce technical challenges such as:

- Shared authentication state across PWA and native instances
- Data synchronization when offline (via IndexedDB and SQLite)
- Managing push notifications through platform-native APIs vs browser APIs
- Managing multiple platform-specific publishing cycles

These complexities must highlight the need for a long-term development partnership, since the knowledge and infrastructure necessary to maintain and advance this multi-platform strategy exceed those typically found in standard web development or departmental IT operations.

### **Hosting & Infrastructure**

**Azure App Services, Azure Functions, Blob Storage, and Azure SQL** must provide cloud-native scalability and performance.

**Azure Active Directory B2C** must enable a secure identity federation across provinces and departments.

Infrastructure must be fully managed using **Infrastructure-as-Code (IaC)** via **Terraform** or **Bicep**.

### **Data & Intelligence to cover the below**

**Power BI Embedded** for real-time, role-based analytics

**SSRS** for compliance and formal reporting

Machine learning modules and OpenAI-based natural language interfaces for automation and prediction

### **Security & Compliance on the below protocols, standards and regulatory requirements.**

AES-256 encryption, HTTPS/TLS 1.3, OAuth 2.1/OpenID Connect

Full POPIA compliance

End-to-end audit trails and anomaly detection pipelines

### **System Overview (LOAS – Learner Online Admissions System)**

The **Learner Online Admissions System (LOAS)** must be made to be a purpose-built, end-to-end digital platform designed to streamline, secure, and optimize the full learner admissions and placement lifecycle across provincial and national educational ecosystems.

LOAS must be architected as a **highly modular, scalable, and service-oriented platform**, underpinned by modern enterprise development practices that ensure agility, maintainability, and extensibility. The system must be customized and developed using a layered **four-tier architecture** comprising:

**Presentation Layer:** Responsive and adaptive UI built with **Blazor** and **Razor Components**, optimized for PWA use, mobile-first interaction, and accessibility compliance (WCAG 2.1).

**Application Layer:** Responsible for orchestration, business rules, and command query segregation via **CQRS** patterns.

**Domain Layer:** Implements core business logic following **Domain-Driven Design (DDD)** principles.

**Infrastructure Layer:** Interfaces with databases, external services, file systems, and communication providers.

This layered separation must ensure that each component can evolve independently while adhering to a unified architecture strategy.

### **Architectural Patterns & Design Practices**

**Repository Pattern:** Must abstract data access logic, promoting testability and flexibility across multiple data sources (SQL Server, Azure Storage, etc.).

**Dependency Injection (DI):** All components must be managed using **built-in .NET Core DI containers**, enabling decoupling, test automation, and lifecycle control.

**API-First Design:** A central **API Integration Engine**, must be built on ASP.NET Core Minimal APIs and OData extensions, must enable robust interoperability with external government, educational, and third-party systems.

**Event-Driven Architecture:** Must enable loose coupling between services using Azure Service Bus and message queues to facilitate eventual consistency, retry logic, and auditability.

### **Intelligence, Automation, and Business Logic**

LOAS must include advanced automation and decision-support layers:

#### **Machine Learning & AI Modules that must:**

- Do Predictive analytics (e.g., demand forecasting, high-risk zones, enrollment trend analysis)
- NLP-driven chatbot (Azure OpenAI/GPT) to assist applicants and parents with 24/7 query handling

### **RULES ENGINE: A CONFIGURABLE, DYNAMIC RULE EVALUATION ENGINE TO HANDLE:**

- Placement prioritization
- Fully configurable policy rules



- Catchment-based allocations
- Automatic validations based on dynamic policy constraints

### **Communication & Engagement Engine**

LOAS must include a **centralized multi-channel communication engine** capable of delivering contextual notifications across various channels:

**Email, SMS, and WhatsApp** (integrated via APIs)

**In-app notifications**

**Push Notifications** for PWA and mobile users

**PDF/SSRS-generated reports** as message attachments

Notifications must be **context-sensitive** and governed by role-based routing logic to ensure compliance with communication governance.

### **Business Intelligence & Reporting**

**Power BI Embedded Dashboards:** Real-time, interactive dashboards tailored to stakeholders (e.g., department heads, circuit managers, school administrators)

**SSRS Reports:** For legacy compliance reports and bulk printing/export workflows

**Automated Data Warehousing (Azure Synapse-ready):** For historical data trend analysis, predictive modelling, and departmental handover requirements

### **Security Framework**

- All components must operate under a **zero-trust architecture model**, with policies enforced via Azure AD B2C, Role-Based Access Control (RBAC), and granular **data classification rules**. Security follows **Azure Well-Architected Framework** and is detailed further in Section 5.
- **Technical Requirements (LOAS Platform)**
- The **Learner Online Admissions System (LOAS)** must be engineered as a mission-critical, enterprise-grade solution using **next-generation cloud-native technologies, distributed systems design, and scalable microservice architecture**. Each component must be built with extensibility, security, and system resilience in mind to support high concurrency, high availability, and seamless user experiences across platforms and devices.

### **Web Application**

- Must be developed using the latest stable release of **ASP.NET Core 8** with backward compatible modules using **.NET Framework 4.8** (for legacy SSRS and Windows hosted services).
- Server-side logic must be written in **C# 12**, leveraging features like required, primary constructors, pattern matching, and source generators for efficiency and compile time safety.
- Client-side must be developed using **TypeScript** (where possible), with legacy compatibility using **JavaScript/jQuery**.
- Must use **Blazor WebAssembly** and **Blazor Server** hybrid mode for modern, interactive web interfaces.

- Real-time interactions powered by **SignalR** with **WebSockets fallback**, enabling:
- Must do queue monitoring and real-time status updates
- Must do concurrent applicant notifications
- Must do real-time allocation feedback loops

**Progressive Web App (PWA) architecture** must fully be implemented with:

Service workers for offline availability

Indexed DB for offline local data caching

Manifest files and push notification support

**Web Vitals** (LCP, FID, CLS) optimized via Azure Front Door with CDN edge delivery

### **Mobile Application**

- Cross-platform native mobile app developed with **.NET MAUI** and Blazor Hybrid for unified codebase across **Android**, **iOS**, and **Windows**.
- Full **PWA fallback** for low-spec devices and browser-based environments.
- Embedded support for **WebRTC** modules (video calling, document capture, face-to-face verification where required).

#### **Native device features:**

- Biometric login (Face ID, Fingerprint)
- Camera and image preprocessing (OCR-ready document scanning)
- GPS location integration for catchment zone validation
- Push notifications via Firebase/Apple Push Notification Service

#### **API Integration Engine**

- Centralized **API Gateway Layer** using **YARP (Yet Another Reverse Proxy)** or
- Azure API Management (APIM)
- Authentication/authorization via **OAuth 2.1** with **OpenID Connect (OIDC)** for federated identity management (e.g., parent, school official, district admin)

#### **External integrations that support:**

- Education Department (EMIS, SA-SAMS)
- Population and civil registration systems (Home Affairs)
- SMS and WhatsApp APIs Supports:

#### **Rate limiting, IP whitelisting, and throttling policies**

Circuit breaker pattern with Polly

Detailed request/response telemetry using Application Insights

#### **Security & Encryption**

**Zero Trust Security Model** applied across all endpoints

All communication encrypted via **TLS 1.3**

Sensitive data encrypted at rest and in transit using **AES-256** with **Azure Key**

**Vault integration**

Built-in **data masking**, **row-level security (RLS)**, and **role-based access control (RBAC)**

**Must be fully POPIA compliant:**

- Consent tracking and auditing
- Data subject access request (DSAR) automation
- Dynamic redaction and anonymization tools for data exports

## **Databases**

Primary data store: **Microsoft SQL Server 2022** and **Azure SQL Database (PaaS)**

- Database design:
- Modular schema with entity boundaries aligned to DDD aggregates
- Partitioning for time-based and regional scalability

**Column store indexes** for analytical performance must:

- Change Data Capture (CDC) for syncing with analytics environments □  
Additional support:
- Azure Cosmos DB for schema-less auxiliary datasets (audit logs, async metadata)
- **Redis** for distributed caching and session state

## **BI Suite use**

**SSRS** for statutory and operational reports (legacy-compatible and exportable to Excel/PDF)

**Power BI Embedded** for live dashboards and interactive analytics

- Data warehouse integration via **Azure Synapse Analytics**
- Drill-down and drill-through capability:
- From learner to region/district/school
- Application status pipelines, capacity utilization, bottlenecks
- RBAC-linked dashboard personalizations (admin vs. school official vs. district head)

## **Automated Services**

Automated services must be built using **.NET Hosted Services** and **Azure Functions**

Job orchestration handled via:

**Hangfire** (background task scheduling and retry logic)

**Azure Logic Apps** for low-code workflow automation

**Azure Scheduler (deprecated)** replaced with **Timer Triggers**, Examples:

Daily allocation batch runs

Document expiry cleanup Notification throttling and queuing

## **Machine Learning & AI**

- ML must be built-in pipelines for:
- Forecasting regional admission demand o Dropout risk analysis
- Fraud/anomaly detection (e.g., duplicate applications, identity inconsistencies)
- Azure ML integration:
- Training & inferencing hosted in Azure
- Models managed via ML Ops pipelines

#### **Optional OpenAI (Azure) modules:**

Chatbot advisor

Document summarization

Natural language form filling for accessibility

#### **Rule-Based Engine**

Enterprise-grade **rules engine** for dynamic policy enforcement:

- Rule authoring via admin UI with versioning
- XML/JSON-based rule templates for provincial customization o Runtime rules evaluated per application instance
- Supports hierarchical rule overrides (National > Provincial > District > School)
- Integrated into admission, prioritization, and escalation logic

#### **Communication Solution**

- Multi-channel, role-based messaging framework:
- SMS (via Twilio or Clickatell)
- Email (SendGrid or Microsoft Graph)
- WhatsApp Business API
- Push notifications (Azure Notification Hubs / Firebase)
- Smart delivery engine includes:
- Retry queues
- Message templating engine (HTML/Markdown)
- Context-aware triggers (status change, time-based reminders, system outages)

#### **Media Streaming Server**

- Modular support for **media streaming infrastructure** for:
- Pre-recorded help tutorials
- Live announcement streams (e.g., allocation briefings)
- Parental training and walkthroughs

#### **Technologies:**

**HLS (HTTP Live Streaming)** protocol

Streaming via **Azure Media Services** or self-hosted **FFmpeg/Nginx RTMP** stack

CDN-enabled for bandwidth optimization and geolocated performance

#### **Azure Cloud Hosting and Compliance**

The **LOAS (Learner Online Admissions System)** must be architected and deployed on the **Microsoft Azure Cloud Platform**, leveraging a hybrid of Platform-as-a-Service

(PaaS), Infrastructure-as-Code (IaC), and Zero Trust principles to ensure availability, scalability, cost-efficiency, and full compliance with national and international data protection standards.

### **Azure Hosting Environment**

The entire platform must be hosted on Microsoft Azure using a **multi-region, multi-tiered architecture** designed for failover, disaster recovery, and vertical/horizontal scaling.

The hosting architecture must include:

#### **Azure App Services (Web Apps):**

Dedicated app service plans for **web, mobile, API, and background workers**

Integrated with **Azure Front Door** and **Azure CDN** for global load balancing and performance optimization

Isolated hosting tiers for sensitive workloads (App Service Environment v3 where needed)

#### **Azure SQL Database:**

Elastic pools for cost-efficient multi-tenant data management

Active geo-replication enabled across regions for high availability and redundancy

Transparent Data Encryption (TDE) and Always Encrypted for sensitive columns

**Long-term retention (LTR)** policies to retain backups for up to 10 years

#### **Azure Kubernetes Service (AKS) (Optional):**

Future-proofing containerized services and background workloads

Integrated DevOps CI/CD pipelines with GitHub Actions or Azure DevOps

#### **Azure Functions & Logic Apps:**

Lightweight, serverless architecture for background task processing, event handling, and workflows

#### **Azure Key Vault:**

Centralized credential and secret management, with audit logging and role-based access policies

#### **Infrastructure as Code (IaC):**

Provisioned using **Terraform** or **Bicep**

Environment parity between Dev, UAT, Pre-Prod, and Production

#### **Compliance & Regulatory Alignment**

LOAS must be fully compliant with:

**POPIA (Protection of Personal Information Act)** – South Africa

**GDPR (General Data Protection Regulation)** – European Union

Compliance must be embedded into both system design and operational governance through:

**Data Protection Impact Assessments (DPIAs)** for all high-risk processes

**Role-based access control (RBAC)** and **attribute-based access control (ABAC)** mechanisms

#### **Explicit Consent Management:**

Consent prompts for parents, schools, and officials

Consent expiry workflows  
Consent versioning for policy transparency

**Data Subject Rights Support:**

Right to Access, Right to Erasure (RTBF), and Right to Portability workflows  
Self-service portals to request and view personal data usage

**Data Retention & Expiry:**

Automated archival and purge policies by data classification level  
Lifecycle management applied to both structured (SQL) and unstructured (Blob) data

**Audit Trails and System Logging:**

Immutable logs stored in **Azure Monitor Logs / Log Analytics**  
Federated access logs integrated with **Azure Sentinel** (SIEM)

**Azure Hot and Cold Storage Architecture**

LOAS must apply a **tiered storage strategy** to optimize cost, performance, and data access needs:

**Azure Hot Storage – High-Frequency Access**

Mus be utilized for frequently accessed, latency-sensitive, or transactional data objects.

**Technology:**

Azure Blob Storage (Hot Tier)

**Use Cases:**

It must upload documents during registration (IDs, Proof of Residence) Real-time logs for active sessions

Image assets used in dashboards or confirmation PDFs Redundancy:

**LRS** (Locally Redundant Storage) for region-specific resilience

**ZRS** (Zone-Redundant Storage) for intra-region high availability

**GRS** (Geo-Redundant Storage) for cross-regional DR

**Security:**

Private Endpoint Enforcement

Storage account firewall and network rule isolation

SAS token and RBAC-scoped access

**Azure Cold Storage – Archival & Infrequent Access**

Must be designed for cost-efficient storage of infrequently accessed data with tolerance for slightly higher latency.

**Technology:** Azure Blob Storage (Cool and Archive Tier)

**Use Cases:**

Historical application data for auditing (> 12 months)

Archived admission cycle documents

Raw data exports (for external BI or legal requests)

**Redundancy:**

Same redundancy options: LRS / GRS / ZRS

**Access:**

Cold tier used for 3–12-month inactive data

Archive tier (optional) for 1+ year retention with infrequent retrieval

**Automated Tiering:**

Lifecycle Management Rules move files based on last access timestamp or custom metadata

Integration with **Azure Purview** for governance metadata tagging

**Security Requirements**

Security in the **Learner Online Admissions System (LOAS)** must be treated as a **first-class architectural priority**. The platform must adhere to **Zero Trust Security principles**, implement defense-in-depth strategies, and must be built in full alignment with the **Azure Well-Architected Security Framework**, **POPIA**, **GDPR**, and **CIS Benchmarks** for cloud-native applications.

Security must be woven into every layer of the system — from authentication, data storage, and network access, to monitoring, compliance, and disaster recovery.

**8.1. Identity & Access Management (IAM)****8.1.1. Azure Active Directory B2C / B2B Federation**

**Centralized Identity Provider:** Azure AD B2C (for learners/parents) and Azure AD B2B (for officials and institutions) manage identities across multi-tenant scopes.

**Token-Based Authentication:** OAuth 2.1 / OpenID Connect used for secure stateless authentication via short-lived tokens with refresh token rotation and replay protection.

**Conditional Access Policies:**

Restrict sign-in based on IP, geography, device posture, and risk level

Enforce **login risk analysis** using Microsoft Defender for Identity

**Custom User Attributes:** Extended schemas for user roles, permissions, circuit/district affiliation, and data access segmentation

**8.1.2. Role-Based Access Control (RBAC)**

Role management using **Azure RBAC**, scoped across:

Subscription

Resource Group

Specific Services (e.g., Storage, Key Vault, Logic Apps)

**Custom roles defined for:**

Admission Officers

School Admins

District Managers

Auditors / Oversight Entities

All operations must strictly follow **least privilege access** and **just-in-time access (JIT)** via Azure Privileged Identity Management (PIM)

### **8.1.3. Multi-Factor Authentication (MFA)**

Mandatory MFA enforced for:

All administrative users

Any access to management plane (e.g., Azure Portal, CLI, APIs)

Role-sensitive users (district placement approvers, data auditors)

#### **Supported mechanisms:**

Authenticator App

FIDO2 hardware keys

Conditional MFA bypass policies for public kiosk access under audit

## **8.2. Data Security**

### **8.2.1. At-Rest and In-Transit Protection**

**Transparent Data Encryption (TDE)** enabled on all Azure SQL databases, protecting physical data files from OS-level access.

#### **Always Encrypted:**

Column-level encryption using client-side encryption keys

Ensures even DBAs cannot view protected fields (e.g., ID numbers, disabilities)

#### **Azure Key Vault:**

All keys and secrets stored in HSM-backed Key Vault with RBAC and access logs

Key rotation and expiring secrets managed via automation

#### **Dynamic Data Masking**

Sensitive data masked in real-time based on user role (e.g., partially hidden IDs, contact numbers for school-level users)

Implemented at query layer to prevent exposure even if queries are intercepted

### **8.2.2. Data Classification & Tagging**

All tables and columns tagged using Azure Purview to classify PII, SPI, and audit-sensitive data

Enables downstream policies (e.g., retention, access logging, masking)

## **8.3. Network Security**

### **8.3.1. Perimeter Security**

Azure Web Application Firewall (WAF) fronting App Services with OWASP Top 10 rule sets

Public access to management endpoints blocked by default via **private endpoints**

**Azure Front Door Premium** for secure global edge delivery with custom domain HTTPS, certificate pinning, and DDoS protection

### **8.3.2. Firewalling and Isolation**

All databases, storage accounts, and critical services must be placed behind

**NSGlocked subnets** and **private endpoints**

No public access allowed to Azure SQL; all access must be routed through **App**

**Gateway** or **private DNS zones**

IP whitelisting enforced for whitelisted official networks

### **8.3.3. SQL Surface Area Hardening**



Disabled non-essential features (e.g., SQL CLR, cross-database ownership chaining)  
Azure Defender for SQL must be enabled for real-time vulnerability assessments  
Proactive alerting anomalous access patterns and potential injection attempts

### **Patching and Security Updates**

All PaaS services (App Services, Azure SQL) benefit from **automated patching** managed by Microsoft

CI/CD pipelines enforce **dependency scanning** via GitHub Advanced Security and OWASP Dependency Check

Static code analysis integrated into pull requests for early vulnerability detection

### **Secure Development Lifecycle (SDL)**

Follows Microsoft SDL phases including threat modeling, secure coding practices, and code reviews

**Secrets scanning, linting, and test coverage metrics** enforced in CI

OWASP Top 10 training and code walkthroughs required for all developers and contractors

## **8.5. Disaster Recovery & Business Continuity**

### **8.5.1. Backup and Recovery**

- Daily full and hourly differential backups via Azure SQL LTR
- File-level recovery available for document storage in Azure Blob
- Backups stored in **immutable, write-once-read-many (WORM)** storage
- Quarterly full DR test cycles to simulate real failover events

### **8.6.2. Geo-Replication & High Availability**

- Azure SQL must use **Active Geo-Replication** to secondary region with automatic failover plan
- App Services must be deployed across **multi-region availability zones**
- Azure Front Door must provide global failover across replicas in case of regional failure

### **Team Scope Requirements**

The successful delivery, deployment, and ongoing evolution of the **Learner Online Admissions System (LOAS)** demands a **highly skilled, multi-disciplinary technical team**, deeply experienced in enterprise system architecture, public-sector data governance, cloud-native engineering, and security-first development practices.

This is not a generic IT project, but a **complex, long-term digital transformation platform** that integrates intelligent services, sensitive data, and high-availability cloud infrastructure. The following roles are **critical and non-negotiable** for the full development lifecycle and future adaptability of the system.

### **9.1. Project Manager (PM)**

To oversee the end-to-end project lifecycle, from planning to execution and post deployment support.

To coordinate sprints, ensures stakeholder engagement, manages scope, and maintains alignment with departmental objectives.

To apply **Agile/Scrum**, **Prince2**, or **PMBOK** methodologies tailored for government projects.

#### **9.2. Business Analyst (BA) for**

Gathering and documents requirements through stakeholder interviews, user stories, and process mapping.

Defining functional and non-functional requirements and acceptance criteria.

Translating educational policy into enforceable system rules and workflows.

Collaborating on UAT planning and impact analysis for future releases.

#### **9.3. Enterprise/Solution Architect for:**

Designing the system's **end-to-end architecture**, ensuring scalability, security, performance, and cost-efficiency.

Aligning technology stacks with Microsoft's Cloud Adoption Framework.

Defines data flows, integration layers, domain boundaries, and microservices contracts.

Overseeing architectural governance and change management across the solution lifecycle.

#### **9.4. Technical Leads (Domain-Specific)**

**Frontend Lead:** Guides UI/UX implementation, Blazor/Mobile app performance tuning, and accessibility compliance.

**Backend Lead:** To Oversee API development, domain logic, and system orchestration layers.

**Security Lead:** To Lead secure coding, penetration test remediation, and compliance alignment.

**AI/ML Lead (if applicable):** To direct implementation of predictive engines, OpenAI modules, and model lifecycle management.

All technical leads must enforce clean architecture, DDD, SOLID principles, and code quality metrics (coverage, linting, maintainability).

#### **9.5. Development Team**

##### **Frontend Developers:**

Expertise in Blazor, Razor, PWA, MAUI, and responsive web design

Accessibility (WCAG) and performance optimization (Lighthouse/Vitals)

##### **Backend Developers:**

Experts in ASP.NET Core, C# 12, Entity Framework Core, and MediatR for CQRS

Develop APIs, background services, and integration layers

##### **Full-Stack Developers:**

Bridge frontend and backend with end-to-end feature development capability

Handle rapid prototyping and module extensions

##### **Mobile Developers:**

NET MAUI / Xamarin Forms experts for Android/iOS hybrid deployments

Device integration (camera, biometrics, location, push notifications)

#### **9.6. Quality Assurance (QA) Engineers**

Design and maintain comprehensive test plans covering:

Unit, integration, functional, UI, performance, regression, and security tests Utilize automation frameworks (Selenium, Playwright, xUnit) for CI test integration  
Execute test-driven development (TDD) and behavior-driven development (BDD) practices

### **9.7. UX/UI Designers**

Develop low/high-fidelity wireframes and interactive mockups  
Optimize interface for all user groups: parents, officials, auditors, and schools  
Ensure WCAG 2.1 accessibility and PWA compatibility  
Collaborate closely with BAs and frontend developers to reduce design-to-code drift

### **9.8. Database Administrators (DBAs)**

Design and optimize database schemas aligned to DDD aggregates  
Manage backups, partitioning, indexing, and performance tuning  
Oversee Azure SQL elasticity, geo-replication, and failover readiness

### **9.9. Security & Threat Intelligence Team**

#### **Security Architects:**

Implement Zero Trust Model, secure SDLC, and enforce cloud security posture management (CSPM)

#### **□ Penetration Testers:**

Conduct black-box and white-box testing for vulnerabilities across APIs and web/mobile surfaces

#### **Threat Intelligence Analysts to:**

Monitor for threat actor signatures and integrate Azure Sentinel for SIEM

#### **Compliance Officers:**

To ensure POPIA/GDPR alignment, facilitate DPIAs, and manage policy documentation

### **9.10. DevOps Engineers**

- Architect CI/CD pipelines using GitHub Actions or Azure DevOps
- Automate infrastructure provisioning via Terraform/Bicep
- Manage build agents, versioning, rollbacks, and environment parity
- Integrate monitoring and alerting (Azure Monitor, Application Insights, Log Analytics)

### **9.11. TECHNICAL WRITERS MUST PRODUCE:**

- Developer documentation (APIs, DB schemas, architecture diagrams)
- Administrator manuals and support SOPs
- End-user help guides and FAQs
- Data protection documentation (impact assessments, consent models, audit responses)

### **9.12. AI/ML & Data Engineering Specialists (If AI modules activated)**

- Must develop and maintain:
- Machine learning pipelines
- Data labelling and preprocessing flows
- Model validation frameworks

- Must design secure data pipelines between Azure SQL, Azure Data Lake, Synapse, and ML services

### **9.13. Novel Work Provisioning**

- All bidders are expected to outline a **structured costing model** for *future system enhancements*, R&D projects, and integration of **novel functionality** as required by the Department, including:
  - Module expansion (e.g., Learner Transport, Scholar Placements)
  - App Store publishing and compliance updates
  - Integration with new government systems
  - AI use case extensions (risk analysis, chatbot upgrades, recommendation engines)
- Cloud re-architecture if Azure mandates major changes

### **9.14. Costs must be transparently modularized**, separated into:

Core resource time (hourly or sprint-based)

Tooling/licensing

Security or audit-related requirements

Vendor-managed vs. Department-owned deliverables

## **10. ADMINISTRATIVE COMPLIANCE REQUIREMENTS**

### **COMPLETION OF BID DOCUMENT**

The following are minimum requirements for completion of the bid document:-

- Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- The bid document must be completed in black ink and signed by an authorised signatory.
- Submission of bid document in its original form. No electronic bid will be accepted.
- A bidder must be registered on Centralized Supplier Database:

**NB: Department cannot do business with suppliers not registered on the Centralized Supplier Database(CSD)**

- Any alteration must be signed for by the authorized signatory, and therefore correction fluid is not allowed.
- Bid documents should be duly signed off in all designated areas.

### **ATTACHMENTS**

A bidder must attach the following documents:

- A copy of the Close Corporation or Company, Companies and Intellectual Property Commission Registration document(s) reflecting the latest information about the bidder.

- A bid submitted jointly by two companies shall be accompanied by a copy of the Joint Venture agreement with sworn affidavit.
- Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

## 11. MANDATORY COMPLIANCE REQUIREMENTS

Bidders must comply with the following minimum requirements:

All bidders must complete SBD4 form in full, (Bidders disclosure)

## 12. EVALUATION CRITERIA

This BID will be evaluated in two phases namely functionality (Part A & B) and price & Specific goals (90/10)

### FUNCTIONALITY

Kindly find below mandatory technical requirements regarding appointment of a service provider to provide security operations centre.

Item	Description	Score	Obtained Score
<b>Part A (Bidders scoring below 35 will be disqualified)</b>			<b>65</b>
	<b>Company Experience in development of a similar system and delivered it for use (Valid proof must be provided, Previous Appointment letter together with Reference letter must be attached)</b> No Appointment Letter and Reference Letter = 0 Appointment Letter and reference Letter provided = 25 NB: Reference letters will be confirmed with referenced institutions.	25	
	<b>Development skills : Certificates of employees in software development. (Must attach copy of certificates with employees' names)</b> <b>Score per number of Resources</b> <ul style="list-style-type: none"> <li>• No Certificates of employees provided = 0</li> <li>• Microsoft Certified: Azure Developer "Fundamentals" to "Associate" = 10</li> <li>• Microsoft Certified: Azure Developer Engineer "Expert" to "Speciality" = 20</li> </ul>	20	
	<b>Database Management skills, Certificates of employees (Front end and Backend)</b> Database Foundational/Associate = 5 Database Professional/Specialty = 10	10	
	<b>Project Management Qualification for Project Manager/Company Employee (Attach a CV, copy of qualifications on PRINCE/PMBOK or any relevant methodology, copy of ID with relevant experience in s similar project)</b> No Human Resource CV provided with all the above = 0 At least 1 Human Resource CV attached with all the above = 10	10	
<b>Part B Presentation (Bidders must obtain a minimum of 35 to proceed to this part)</b>			<b>35</b>
	<b>Demonstration of a fully functional deployed version of their solution from previous institution.</b>	35	
<b>Total score obtained</b>		100	

NB: Bidders must score a minimum of 70 points to proceed to the next evaluation criteria

**NB: FAILURE TO COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS, THE BIDDER SHALL NOT BE CONSIDERED.**

**Pricing Schedule:**

Year 1 (2025/2026)	Cost broken per each step	Total Cost for all steps Year 1
The cost should cover.		
1.		
2. Project Planning		
3. User Requirements Gathering or analysis		
4. Design		
5. Coding or Implementation		
6. Testing		
7. Deployment		
8. Ongoing Maintenance and Support		
NB: Implementation is for (Schools around Polokwane, Lephalale, Tzaneen and Mokopane as the first phase)		
Year 2 (2026/2027)	Cost broken per each step	Total Cost for all steps in Year 2
Replication of Step 4, 5, 6 and 7 to other identified schools in the province		
Year 3 (2027/2028)	Cost broken per each step	Total Cost for all steps in Year 3
Replication of Step 4, 5, 6 and 7 to other identified schools in the province		
<b>Grand Total Amount (total cost over 36 months) (VAT included)</b>		

### 13. RESERVATION OF RIGHTS

By responding to this Bid, the Bidder authorizes the Department or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Department. Should such investigation discover that the Bidder has misrepresented any statements or documents, the bid will be disqualified.

### 14. LDoE reserves the right to:-

- Communicate only with the shortlisted bidders as and when necessary;
- Request further information from any bidder after the bid's closing date.
- Verify information and documentation of the respective bidder from the South African Revenue Services (SARS), CIPC or any other relevant entity.
- Any information received which does not correspond with the one provided in the bid document will render the bid null and void;

- Terminate the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company): -
- has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
- has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favour; has withdrawn or amended his bid after the time set for the receipt and opening of bids; when advised that his bid has been conditionally accepted,
- has given notice of his inability to execute or sign the contract or to furnish any security required; has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; and
- has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the LDoE may, in addition to any other legal recourse which it may have, cancel the contract between the LDoE and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

## 15. 90/10 PREFERENCE POINT SYSTEM

### Price and Preference points

10.1 The points scoring shall be allocated as follows in line with the Preferential Procurement Regulation of 2022.

(a) Price: 90

(b) Specific goals /designated groups:10

**Total = 100**

Specific goals

A maximum of 10 points will be allocated to the designated groups indicated in the table below.

NO.	DESIGNATED GROUP	POINTS	MEANS OF VERIFICATION
1	Black People	2	Verified through CSD report
2	Youth	2	Verified through CSD report
3	Women	4	Verified through CSD report

4	Persons with Disability	1	(attach medical certificate from the registered professional doctor with Practice number)
5	Small, Medium and Micro Enterprise (SMMEs)	1	Verified through CSD report

#### ANNEXURE A: DEFINITIONS

Acronym	Meaning
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
LSP	Licensing Solution Provider
SARS	South African Revenue Services
SCM	Supply Chain Management
SPP	Strategic Performance Plan
MOU	Memorandum of Understanding
IT / ICT	Information Technology / Information and Communications Technology
LDOE	Limpopo Department of Education
TVET	Technical and Vocational Education and Training
VAT	Value Added Tax

#### 9. ENDORSEMENT BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT : SESHIBO MW.

SIGNATURE : [Signature]

DATE : 24/11/2025

NAME OF BIDDER : .....

#### ACCEPTANCE OF TERMS AND CONDITIONS BY THE BIDDER

REPRESENTED HERETO BY : .....

(Surname & Full names)

IN HIS/HER CAPACITY AS : .....

(Duly authorized thereto)

SIGNATURE : .....