

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B03/2025/26RE	CLOSING DATE:	30 JANUARY 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO CONDUCT AN EDUCATION MANAGEMENT INFORMATION SYSTEM (EMIS) DATA QUALITY AUDIT (DQA) IN 250 SCHOOLS (PUBLIC AND INDEPENDENT) WITHIN A FOUR (04) MONTH PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MABUNDA G.S.S	CONTACT PERSON	MR LETSOALO E.M		
TELEPHONE NUMBER	015 290 7670	TELEPHONE NUMBER	082 815 5615		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za	E-MAIL ADDRESS	LetsoaloEM@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.
- 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: LDE/B03/2025/26RE
Closing Time 11:00	Closing date: 2026/01/30

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY

**** (ALL APPLICABLE TAXES INCLUDED)**

-
- 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 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.
- 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 **80/20** preference point system.

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people	3	
Youth	5	
Women	5	
Person with disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprise located in rural or underdeveloped areas	2	

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



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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)**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO CONDUCT AN EDUCATION MANAGEMENT INFORMATION SYSTEM (EMIS)
DATA QUALITY AUDIT (DQA) IN 250 SCHOOLS (PUBLIC AND INDEPENDENT)
WITHIN A FOUR (4)-MONTH PERIOD.**

LDE/B03/2025/26RE

DESCRIPTION OF SERVICE:

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A DATA QUALITY AUDIT
(DQA) ON LEARNER ENROLMENT DATA FOR 250 SCHOOLS: LIMPOPO
DEPARTMENT OF EDUCATION
PERIOD: ONCE OFF**

COMPULSORY BRIEFING

VENUE: MASTEC SESHEGO CAMPUS

DATE: 16 JANUARY 2026

TIME: 11H00

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1 PURPOSE

The project aims to audit the quality of data collected by the Department by appointing a suitable Service Provider to audit a sample of 250 public and independent schools. The project should be completed within four (4) months of the award date.

2 BACKGROUND

The Education Management Information System (EMIS) collects, processes, reports, and disseminates education data and information to support planning, decision-making, and the effective monitoring and evaluation of the performance of the education system in the Limpopo Department of Education. EMIS is also required to promote data utilization for planning and decision-making in line with its processes.

On 20 May 2016, the Learner Unit Record Information and Tracking System (LURITS) was approved as the education sector reporting system. This meant that reporting at a unit record level for learners and educators by the school is submitted electronically using formats from the South African School Administration System (SA-SAMS) to the Provincial Data Warehouse (PDW). Data from the PDW undergoes quality assurance and cleansing to remove duplicates and anomalies and is then prepared for uploading to LURITS.

The final LURITS aggregated data is used for LDoE program planning, decision-making, resource allocation, and monitoring, as well as by other government departments, institutions, media, parliament, researchers, international bodies, and the public. The department must outsource the **quality assurance of its EMIS data collection** to a Service Provider at least once every three (3) years. Data Quality Audits are central to ensuring that the data collected by the Department through EMIS is reliable, credible, and accurate. The DQA aims to enhance data quality by conducting a quality assurance audit of 250 public and independent schools.

3 SCOPE OF WORK

Hereunder follows an outline of the scope of work for the abovementioned services:

3.1 The list of the schools to be audited

The appointed service provider will audit the following list of schools as outlined in Table 1 in the next page/ below:

Table 1: The breakdown of the schools to be audited.

Sector	Number of Schools	Number of Schools to be audited
Public Ordinary Schools	3571	220
Public Special Schools	35	5
Independent Schools	249	24
Independent Special Schools	1	1
Total	3866	250

The Department will provide the list of schools to be audited when signing the Service Level Agreement (SLA). School selection will be based on the breakdown criteria outlined in Table.

3.2 Objectives of the project

The awarded Service Provider will be expected to deliver the following deliverables within 4 months of the appointment date:

- (a) The Service Provider must present a clear, evidence-based assessment of the current state (status quo) of the quality of data within the EMIS.
- (b) Confirm the existence and enrolment of learners identified in the provided list, including physical verification of duplicate learners and undocumented learners.
- (c) Provide a comprehensive Data Quality Audit report with actionable recommendations to enhance data collection methods, data quality, and related processes.
- (d) Propose sustainable strategies and process improvements to maintain high data quality and optimize EMIS operations over time.

3.3 Project Outcomes

The awarded service provider is expected to conduct a data quality audit in 250 of our schools in Limpopo Province as tabulated in Table 1 above. The audit must provide a detailed account of the following:

- a) Data creation and processing procedures.
- b) Headcount of Learners, including verification of manual attendance registers and admission registers and confirmation against learners captured on SA SAMS
- c) Usage, Quality, and level of completeness of all modules in SA-SAMS

- d) Entire data collection cycle and its limitations. This will among others include the roles of the various officials at Schools, Circuits, Districts, and Head Office in data processing.
- e) Implementation of various EMIS-related policies in the entire data value chain at Schools, Circuits, Districts, and Head Office.

3.4 Project Deliverables

3.4.1 Phase 1: Generation of Audit Instrument and Sample:

- a) The Department will generate a sample that is representative of the schools in the Department as outlined in Table 1 above.
- b) The service provider is required to develop an audit Instrument based on the methodology of choice, project objectives, and related project outcomes.
- c) The audit instrument will be ratified by the department before implementation. This implies that the final audit instrument will be the outcome of the engagement between the service provider and the department.
- d) The objectivity of the audit process will be given priority in all levels.

3.4.2 Phase 2: Capturing of data and findings

- a) The service provider will capture, record and report all data findings using tools that are compatible with the current information systems within the department.
- b) All data assembled in the way of the DQA will need to be handed over to the department following the completion of the audit process.

3.4.3 Phase 3: Report Writing and Final Deliverables

- a) The Service Provider must compile a comprehensive final audit report, aligned with the project's objectives and deliverables. The report must include:
 - A formal report and presentation with actionable recommendations for improving data collection, data quality, and related processes.
 - A provincial summary report outlining key findings.
 - Completion of all project close-out requirements and related documentation.
 - Presentation of the final report at a joint meeting with the Department and project sponsors.
- b) All final documentation, including completed audit instruments and supporting materials, must be submitted to the Department upon project

completion. The Service Provider must comply with the Protection of Personal Information Act (POPIA, 2013), ensuring confidentiality of all collected data.

- c) All data and documentation must be handed over to the Limpopo Department of Education. The Service Provider may not retain, use, or repurpose any information obtained during the project.
- d) The final audit report and all associated deliverables must be submitted after 4 months

4 ADMINISTRATION COMPLIANCE

4.1 Completion of Bid documents

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

- 4.1.1 Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability to claims by bidders that pages are missing or duplicated.
- 4.1.2 Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 4.1.3 Electronic bid documents will not be accepted.
- 4.1.4 Standard bidding documents to be fully completed, initiated on each page and signed in all relevant areas.
- 4.1.5 Fully completed and signed pricing schedule.
- 4.1.6 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.
- 4.1.7 Bidders should be registered on the Central Supplier Database (CSD) as service providers before submitting their bids.
- 4.1.8 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appears on the Register of Tender Defaulters kept by the National Treasury, or who has been placed on the National Treasury's list of restricted suppliers. Limpopo Department of Education reserves the right to withdraw an award, or to cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

4.1.9 The entire bid document shall be completed in black ink and signed by an authorized signatory.

4.1.10 Standard bidding Documents (SBD's 1,6.1 and 4) should be fully completed

4.2 Attachments

All documentation below should be valid where a copy is attached (certified copies should not be older than three (03) months. Bidders must attach the following documentation and the name of the bidder in the attachments should correspond with the name used in the SBD's herein:

Section	Returnable Documents	Attached YES/NO
a)	A copy of Close Corporation or Company, Companies and Intellectual Property Commission (CIPC) Registration documents reflecting the latest information about the bidder.	
b)	If the bidder is a joint venture/consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture/consortium/partnership authorizing its participation in the bid. If the bidder is not joint venture/consortium/partnership section (d) is not compulsory.	
c)	A copy of the Central Supplier database (CSD) full report.	
d)	Certified copies of the identity documents/valid passports of all the directors of the company if it's a natural person or a partnership.	

5 MANDATORY REQUIREMENT

5.1.1 Bidders (At least one Director) must be registered with the Independent Regulatory Board of Auditors (IRBA), and such registration must be valid at the time the bid closes.

6 TERMS AND CONDITIONS

6.1 LDoE reserved the rights to:

- 6.1.1 verify information and documentation of the prospective bidder.
- 6.1.2 requests for further information from any bidder after the closing date.
- 6.1.3 Terminate the contract if there is clear evidence of deviations as per agreed specifications.

- 6.1.4 not to award the bid.
- 6.1.5 appoint more than one service provider for the project.
- 6.1.6 take any steps to monitor and to assess whether the service provider complies with the management processes as detailed in the SLA without notice.
- 6.1.7 to appoint another service provider within the contract in a situation where the appointed service provider fails to deliver due to unforeseen circumstances.
- 6.1.8 to negotiate with one or more preferred bidder(s) identified in the evaluation process regarding any terms and conditions, including price, without offering the same opportunity.
- 6.1.9 to carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after the adjudication of the Bid.
- 6.1.10 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 6.1.11 To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 6.1.12 Award to multiple bidders based either on size or geographic considerations. If the price offered by a bidder scoring the highest points is not market-related, the department may not award the contract to the bidder.
- 6.1.13 to vary the proposed draft Service Level Agreement during negotiations with a bidder by amending or adding thereto.
- 6.1.14 Accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the Limpopo Department of Education or pose a risk to the organization.
- 6.1.15 Bidders who are bidding as a joint venture must not bid separately as this will be regarded as collusive bidding.

7 SPECIAL CONDITIONS

- 7.1 The successful bidders will enter into a Service Level Agreement (SLA) with the Limpopo Department of Education (LDOE) within ten (10) working days upon award of the bid.
- 7.2 This bid and all contracts emanating there will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act.No.1 of 1999). The Special Conditions of Contract are supplementary to that of the

General Conditions of Contract. Where, however, the Special Conditions of Contract conflicts with the General Conditions of Contract, the Special Conditions of Contract prevail.

8 EVALUATION CRITERIA: EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEMS

The bid will be evaluated in two (02) phases namely: Functionality, price and Preference points.

8.1 PHASE 1. Functionality evaluation will be based on the following criteria and values as illustrated below:

NO.	CRITERIA	WEIGHT
1. Qualifications	<p>Availability of Key Project Team Members with Appropriate Qualifications to Deliver the Project The required qualifications, which must include evidence of studies in Information Systems or Statistics, or Auditing, may be held by a single team member or shared across different members of the project team. Certified copies of all relevant qualifications must be attached as part of the bid submission. Qualifications (which must include evidence of studies in one of the following):</p> <ul style="list-style-type: none"> • No qualifications submitted: 0 • Information System: (NQF L6 = 10; NQF L7 = 30; NQF L8 – L10 = (40) • Statistics: (NQF L6 = 10; NQF L7 = 30; NQF L8 – L10 = (40) • Auditing (NQF L6 = 10; NQF L7 = 30; NQF L8 – L10 = (40) 	40
2. Company Experience	<p>Track Record in Data Quality Audits or Related Projects Bidders must demonstrate a proven track record in conducting audit.</p> <p>A signed, stamped, contactable reference letter must be provided for each relevant project. The reference letter must:</p> <ul style="list-style-type: none"> • Be on the institution's official letterhead. • Include the name of the institution where the service was rendered. • Indicate the start and end dates of the service period. • Provide full contact details (telephone/cell number, physical address, and email address). 	30

	<p>Where services were rendered concurrently at different institutions, the number of months will be counted per institution.</p> <table> <tr> <td></td> <td>Score</td> </tr> <tr> <td>Less than 3 months</td> <td>0</td> </tr> <tr> <td>More than 3 to 4 months</td> <td>10</td> </tr> <tr> <td>More than 4 to 12 months</td> <td>10</td> </tr> <tr> <td>More than 12 to 18 months</td> <td>20</td> </tr> <tr> <td>More than 18 and above</td> <td>30</td> </tr> </table>		Score	Less than 3 months	0	More than 3 to 4 months	10	More than 4 to 12 months	10	More than 12 to 18 months	20	More than 18 and above	30	
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More than 12 to 18 months	20													
More than 18 and above	30													
<p>3. Locality</p> <p>NB: The physical address given in the SBD 1 will be used and it should be consistent or the one on the Central Supplier Database Report on the closing date of the tender/bid until award.</p>	<p>Locality:</p> <p>NB: The physical address given in SBD 1 will be used and it should be consistent or the one on the Central Supplier Database Report on the closing date of the tender/bid.</p> <p>a). within the Limpopo Province. = 30 points</p> <p>b). outside Limpopo Province = 5</p>	30												
	TOTAL	100												

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

8.2 Phase 2: Price and Preference points

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

Folio No.	Criteria	Points
(a)	Price	80
(b)	Specific goals /designated groups	20
Total		100

8.2.2 Allocation of preference points for tender threshold will be as follows:

NO	DESIGNATED GROUP	POINTS	MEANS OF VERIFICATION
1	Black people	3	Verified through CSD report
2	Youth	5	Verified through CSD report
3	Woman	5	Verified through CSD report
4	Persons with disability	3	Attach Medical Report from a registered medical doctor.
5	Small, medium and Micro Enterprises (SMMEs)	2	Verified through CSD report
6.	Enterprise located in rural or underdeveloped areas	2	Verified through CSD report
	Total	20	

SPECIFIC CONDITIONS OF THE BID

8.3 Price

8.3.1 Bid price must be in RSA currency and VAT inclusive. If the awarded bidder is not VAT registered will be considered and have to register within twenty-one (21) business days from the date of notice of the award.

8.3.2 The bid must include a clear breakdown cost per resource.

8.3.3 Bid price shall be firm for the duration of the contract.

terms of reference for the appointment of a service provider to conduct an education management information system (EMIS) data quality audit (DQA) in 250 schools (public and independent) within a four (4)-month period.

8.4 Placing Orders

- 8.4.1 The Department will place an official purchase order with the successful bidder as and when the training service is required.

8.5 Payments

- 8.5.1 The service provider shall submit invoices of the services provided accompanied by the LDoE approved time sheets, indicating the services provided as per the agreed upon project plan and the costing as stipulated and accepted under the bid to the Department.
- 8.5.2 No advance payment will be made. Payment will be made in terms of the completed deliveries as per the agreed project plan unless otherwise agreed upon by other parties (LDoE and the contractor). LDoE will pay within the prescribed period according to PFMA.

8.6 Communication

- 8.6.1 The service providers are expected to indicate their telephone numbers, fax numbers, cellular or any means of communication in the Bid **Document**.
- 8.6.2 Any change of contact details must be communicated in writing to the department.
- 8.6.3 There will be no compulsory clarification meeting

8.7 Delivery Timeframes

- 8.7.1 The project should be completed within four months period after the signing of the Service Level Agreement between LDOE and the service provider. It is estimated that the audit will be concluded before the end of specified period
- 8.7.2 The details of the processes, timeframes and deliverables will again be outlined in a service level agreement that will be signed with the successful bidder.
- 8.7.3 When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

8.8 Termination of Contract

- 8.8.1 The Department reserves the right to terminate the contract in the event the successful bidder violates or fails to comply with one or more of the conditions stipulated in the bid terms.

8.8.2 Should the service provider fail to perform duties as per contractual expectations within the period mentioned above without valid reason, the department reserves the right to cancel the order and appoint another service provider. The onus lies with the service provider to explain, in writing to the department why he or she cannot comply with contractual obligations within the stipulated time frame.

8.8.3 Penalties will be imposed on such bidders as stipulated in the Preferential Procurement Policy Framework Regulations of 2000.

8.8.4 The Department does not hold itself liable for any consequential damages, which may arise from such cancellation of the bid.

8.8.5 The conditions of bid are regulated by PFMA, PFMA regulations, Treasury regulations, SCM policies and other related legislative frameworks

9 OBLIGATIONS:

9.1 Responsibilities of the Limpopo Department of Education (LDoE):

9.1.1 Provide the list of schools to be audited at the time of signing the Service Level Agreement (SLA).

9.1.2 Supply the Service Provider with all necessary information, including detailed specifications for the survey instrument and key indicators to be measured.

9.1.3 Offer ongoing technical input and support throughout the project.

9.1.4 Issue an appointment letter to the successful bidder, which will also serve as the official authorization letter from the Head of Department.

9.1.5 Facilitate notification letters to school principals regarding the audit and provide them to the Service Provider.

9.1.6 Communicate promptly with the Service Provider regarding any issues, defects, or deficiencies identified during the contract period to ensure timely resolution.

9.2 Responsibilities of the service provider/bidder

9.2.1 The service provider is required to develop a costed audit proposal as part of the bidding process and must include, among others, the following:

- a) The understanding of the project from the bidders' perspective. This will include, among others, project objectives and related deliverables

- b) The methodology to be used and a detailed description (**methodology**) of how the project will be approached using that methodology. The methodology should be an industry-developed best practice in Data Quality Audit.
- c) The proposal must include clear roles and responsibilities of all project team members and their related qualifications – (*evidence of qualifications is required*)
- d) Project plan with clear management plan, project schedule and related costs
- e) Experience (*including evidence of contactable reference*) of the bidder in conducting Data Quality Audit projects

9.2.2 The Service Provider shall perform services in accordance with the bid specifications and the Terms of Reference.

9.2.3 The Service Provider must develop all necessary data collection tools (surveys, questionnaires, etc.) for the Data Quality Audit (DQA) process.

9.2.4 The Service Provider may not assign or transfer the contract to a third party without prior written approval from the Head of Department or their delegate.

9.3 General Conditions of Contract

9.3.1 The bidder shall be subjected to compliance with the **General Conditions of Contract**.

9 PRICE SCHEDULE

	Activities	*Milestones Payment Percentage	Outline Activities	Total Price
1	Planning and Inception Description: Preparation phase that includes understanding the scope, objectives, stakeholders, and data systems.	5%		
2	Data Collection and Fieldwork <ul style="list-style-type: none"> Description: Gathering data through field visits, system reviews, and interviews. 	40%		
3	Data Verification and Analysis <ul style="list-style-type: none"> Description: Comparing reported data against source documents to assess accuracy and integrity. 	10%		
4	Reporting and Validation Description: Producing and reviewing findings with stakeholders for validation.	45%		
	TOTAL	100%		
	VAT	15%		
	GRAND TOTAL			

Note: The milestone payment percentage will determine the portion of the total payment to be released upon the completion of each milestone.

NAME OF THE BIDDER: _____

SIGNATURE: _____

DATE: _____

BID OFFER: EMIS DATA QUALITY AUDIT

10 TERMS OF REFERENCE APPROVED/ NOT APPROVED

HEAD OF DEPARTMENT: SESHIBE M.

SIGNATURE: [Signature]

DATE: 08/11/2025

ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE BIDDER: THIS DOCUMENT HAS BEEN READ AND UNDERSTOOD BY ME AS A BIDDER

NAME OF THE BIDDER: _____

(Company Name)

REPRESENTED HERETO BY: _____

(Surname and Full Names)

IN His/her CAPACITY AS: _____

(Duly authorized thereto)

SIGNATURE: _____

DATE: _____

BID OFFER: EMIS DATA QUALITY AUDIT