

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-25/26-0009

**IMPLEMENTATION OF A TURNKEY DIGITISATION SOLUTION
FOR THE EASTERN CAPE DEPARTMENT OF EDUCATION
ENTERPRISE RECORDS AND KNOWLEDGE MANAGEMENT
PROGRAMME FOR A PERIOD OF 3 YEARS WITH AN OPTION TO
RENEW FOR A FURTHER PERIOD SUBJECT TO BUDGET
AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF
THE DEPARTMENT.**

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

N. Mahlaza
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. X. Ntaphane

Name of Bidder: _____

Closing Date: **12 DECEMBER 2025**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	SCMU6-25/26-0009	CLOSING DATE:	12 DECEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	IMPLEMENTATION OF A TURNKEY DIGITISATION SOLUTION FOR THE EASTERN CAPE DEPARTMENT OF EDUCATION ENTERPRISE RECORDS AND KNOWLEDGE MANAGEMENT PROGRAMME FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION					
STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR X NTAPHANE		CONTACT PERSON	MR T MASOEU	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4220	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	xolile.ntaphane@ecdoe.gov.za		E-MAIL ADDRESS	tshepo.masoeu@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

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SBD 3.1

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: **SCMU6-25/26-0009**

Closing Time: **11H00**

Closing date: **12 December 2025**

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:

- At:

- Brand and model:

- Country of origin:

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery:
*Delivery: Firm/not firm

- Delivery basis:

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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: SCMU6-25/26-0009
Closing Time: 11H00	Closing date: 12 December 2025

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

ITEM NO. <small>** (ALL APPLICABLE TAXES INCLUDED)</small>	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
<hr/>			
- Required by:		
- At:		
- Brand and model		
- Country of origin		
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)		
- Period required for delivery		
- Delivery:			*Firm/not firm

**** "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**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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 institution	State

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

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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:

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	2	-		-
Youth	3	-		-
People living with disabilities	1	-		-
Enterprises located in the Eastern Cape Province	4	-		-

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;

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- 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.

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

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7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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 (NIP) Programme** 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.



CORPORATE STRATEGIC MANAGEMENT

TERMS OF REFERENCE

BID NUMBER:	SCMU6 – 25/26-0009
DESCRIPTION:	Implementation of a turnkey digitisation solution for the Eastern Cape Department of Education Enterprise Records and Knowledge Management Programme for a period of 3 years with an option to renew for a further period subject to budget availability, supplier performance and the need of the Department.
PUBLISH DATE:	21 November 2025
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	12 December 2025
CLOSING TIME:	11h00
NON-COMPULSORY BRIEFING SESSION:	Not applicable
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAM'S TOWN
ATTENTION:	Bidders must ensure that proposals are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the ECDoE, Head Office in Zwelitsha. If a proposal is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.
BIDDER'S NAME:	

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Glossary of Terms, Acts, and Standards

Legislative and Regulatory

POPIA (Protection of Personal Information Act, 2013) – South African law regulating the processing of personal information to protect privacy.

PAIA (Promotion of Access to Information Act, 2000) – Provides mechanisms for accessing public information to promote transparency.

NARSSA (National Archives and Records Service of South Africa Act, 1996) – Governs the management, preservation, and disposal of public records.

PFMA (Public Finance Management Act, 1999) – Establishes financial management requirements for efficient and transparent use of public resources.

B-BBEE (Broad-Based Black Economic Empowerment Act, 2003) – Policy to advance economic transformation and increase participation of black South Africans.

Basic Conditions of Employment Act (1997) – Governs minimum employment standards, including record retention obligations.

Employment of Educators Act (1998) – Governs personnel files and HR administration for educators.

South African Schools Act (1996) – Regulates learner records and governance structures in schools.

Electronic Communications and Transactions Act (2002) – Establishes legal recognition for electronic records and digital signatures.

Information Security and ICT

MISS (Minimum Information Security Standards) – National standard for security classification and protection of state information.

ECDoE ICT Security Policy – Internal departmental policy governing information security practices.

Provincial Government Enterprise Architecture – Technical framework guiding integration and interoperability of government systems.

ECDoE Data Governance Framework – Defines data ownership, stewardship, and quality management processes.

ISO Standards

ISO 15489 / SANS 15489 – Records management principles.

Implementation of a turnkey digitisation solution for the Eastern Cape Department of Education Enterprise Records and Knowledge Management Programme for a period of 3 years with an option to renew for a further period subject to budget availability, supplier performance and the need of the Department.

- ISO 16175 – Functional requirements for electronic records management systems.
- ISO 23081 – Metadata standards for records.
- ISO 14001 – Environmental management systems.
- ISO 27001 – Information Security Management Systems (ISMS).
- ISO 27002 – Code of practice for information security controls.
- ISO 27005 – Information security risk management.
- ISO 27017 – Security controls for cloud services.
- ISO 27018 – Protection of personally identifiable information (PII) in cloud computing.
- ISO 27035 – Information security incident management.
- ISO 22237 – Data centre facilities and infrastructure standards.
- ISO 30134 series – Data centre efficiency metrics (PUE, WUE, CUE).
- ISO 50001 – Energy management systems.
- ISO 22301 – Business continuity management systems.
- ISO 24762 – ICT disaster recovery services.
- ISO 20000-1 – IT Service Management standard.
- ISO 9001 – Quality Management Systems.
- ISO 55000 – Asset Management systems.
- ISO 30301:2019 – Management systems for records.

Technical and ICT Concepts

ECM (Enterprise Content Management) – Technology for managing unstructured information and content.

ERMS (Electronic Records Management System) – Software for managing records electronically throughout their lifecycle.

OCR (Optical Character Recognition) – Technology for converting scanned documents into searchable, editable text.

RFID (Radio Frequency Identification) – Technology for tracking physical records through barcodes or chips.

Implementation of a turnkey digitisation solution for the Eastern Cape Department of Education Enterprise Records and Knowledge Management Programme for a period of 3 years with an option to renew for a further period subject to budget availability, supplier performance and the need of the Department.

DR Site (Disaster Recovery Site) – Secondary site for system recovery in case of failure at the primary site.

RPO (Recovery Point Objective) – Maximum acceptable data loss in case of disruption (time-based).

RTO (Recovery Time Objective) – Target duration for restoring operations after disruption.

Tier III Data Centre – Classification for data centres providing 99.982% uptime, N+1 redundancy, and high availability.

WCAG 2.1 (Web Content Accessibility Guidelines) – Global accessibility standard for ensuring systems are usable by people with disabilities.

Project and Governance

PSC (Programme Steering Committee) – Executive oversight body responsible for strategic direction and approving deliverables.

PMO (Project Management Office) – Unit responsible for day-to-day project coordination, reporting, and tracking.

LFA (Logical Framework Approach) – Monitoring and evaluation planning methodology.

RBM (Results-Based Management) – Performance management methodology focused on outputs and outcomes.

PRINCE2 (Projects IN Controlled Environments) – Recognised project management methodology used by ECDoE.

PMP (Project Management Professional) – International certification for project managers.

Background

Provincial Overview

The Eastern Cape Province, characterised by its vast geography and diverse demographics, faces unique socio-economic challenges, including high unemployment, pervasive poverty, and significant infrastructure disparities. These challenges directly impact the efficacy and reach of public service delivery, particularly within the critical education sector. Against this backdrop, the imperative for robust and efficient records and knowledge management becomes paramount, serving as a foundational pillar for fostering good governance, enhancing transparency, and significantly improving administrative effectiveness across the province's widely distributed operational model.

Implementation of a turnkey digitisation solution for the Eastern Cape Department of Education Enterprise Records and Knowledge Management Programme for a period of 3 years with an option to renew for a further period subject to budget availability, supplier performance and the need of the Department.

A well-managed information ecosystem is crucial for evidence-based decision-making, resource allocation, and ultimately, socio-economic upliftment.

The Eastern Cape Department of Education (ECDoE) bears the immense responsibility of overseeing the education of over **1.7 million learners** across **5,240 public schools**, which are supported by a substantial workforce of approximately **65,000 staff**, comprising 65,000 dedicated educators and 10,000 administrative personnel. The department's extensive operations span a central Provincial Head Office and are further decentralised across **12 District Offices**, each managing a significant number of schools and staff. This inherently vast and widely distributed organisational structure creates formidable records management challenges, directly impacting the department's ability to deliver educational services efficiently, ensure accountability, and maintain a high standard of administrative compliance.

The Basic Education Laws Amendment (BELA) Act introduces a requirement for digital record-keeping in schools, modernising administrative processes in South Africa's basic education sector. This means that schools must maintain electronic records of learner, including admissions, attendance, academic progress, and other essential data.

By shifting from traditional paper-based systems to digital databases, the Act aims to improve efficiency, accuracy, and accessibility of student records.

The Department of Public Service and Administration (DPSA) has issued the determination and Directive on the Implementation of Knowledge and Data Management in the Public Service to guide departments in managing knowledge and data as strategic assets. This directive emphasises that effective Knowledge Management (KM) is not only about technology – it is driven by people, processes, and governance frameworks, supported by appropriate digital tools.

In recognition of these critical challenges, a comprehensive **Phase 1 assessment (2023-2024)** was conducted to evaluate the current state of records management within the ECDoE.

Assessment Findings and Strategic Importance

The Phase 1 assessment revealed several critical issues and provided invaluable lessons learned, highlighting the urgent need for a transformative intervention:

- 1.2.1 Over 14 million records are decentralised in inadequate facilities, impeding access and accountability. Significant physical deterioration of paper records due to poor

environmental controls.

- 1.2.2 Alarming retrieval delays, averaging 6-8 weeks for critical records, are hindering efficient service delivery.
- 1.2.3 Lack of standardised metadata compromises record discoverability and compliance with international standards. Outdated legacy ICT systems, coupled with poor rural connectivity, hinder modern digital record-keeping.
- 1.2.4 These challenges pose substantial non-compliance risks with national regulatory frameworks (POPIA, PAIA, PFMA). The current state of records management undermines transparency, accountability, and efficient resource utilisation, which are central to good governance.
- 1.2.5 This project holds profound strategic importance, aligning with the Eastern Cape Education Sector Plan and the National Development Plan 2030. Its core objective is to strengthen governance, enhance administrative efficiency, and improve educational outcomes through a robust Enterprise Records and Knowledge Management Programme.

Purpose of the RFP

2.1 This Request for Proposal (RFP) seeks a qualified service provider for the implementation phase of the ECDoE's Enterprise Records and Knowledge Management Programme. The goal is to address critical records management challenges and establish sustainable systems. The successful bidder must address six key implementation elements:

- 2.1.1 **Province-wide backlog digitisation:** Convert paper records to searchable digital formats.
- 2.1.2 **Secure ECM/ERMS deployment:** Implement a compliant system integrated with existing infrastructure.
- 2.1.3 **Workflow automation:** Automate critical processes (HR, learner admissions, finance).
- 2.1.4 **Infrastructure development:** Establish physical and technological infrastructure for processing, storage, and disaster recovery.
- 2.1.5 **Compliance framework:** Ensure full compliance with SA legislative and archival standards.
- 2.1.6 **Training and capacity building:** Develop ECDoE staff skills for sustainable operations.

2.2 Successful implementation will improve ECDoE's records management, efficiency,

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service delivery, and regulatory compliance. Key expected benefits include:

- 2.2.1 Improved Service Delivery:** Reduced document retrieval times; and faster processing (HR, admissions, transfers)
- 2.2.2 Enhanced Compliance & Governance:** Full alignment with POPIA, PAIA, NARSSA; And improved audit outcomes
- 2.2.3 Operational Efficiency:** Reduced paper handling & manual processing costs; and the Elimination of duplicate records.
- 2.2.4 Strategic Value:** Enhanced data-driven decision-making; and improved business continuity

This RFP invites proposals from providers to deliver this project within specified timeframes and budget.

Scope of Work

The scope of work encompasses eight interconnected workstreams, each addressing critical aspects of the Enterprise Records and Knowledge Management Implementation Programme. Bidders must address all workstreams comprehensively in their proposals, demonstrating how they will be delivered in an integrated and coordinated manner to achieve the programme objectives.

Workstream 1: Strategic Programme Governance

The service provider must establish robust governance for oversight and coordination:

- 3.1.1 Facilitate a Departmental Programme Steering Committee.
- 3.1.2 Establish a dedicated Project Management Office (PMO) at ECDoE Head Office; provide experienced PMO resources and build ECDoE capacity.
- 3.1.3 Develop a comprehensive Monitoring & Evaluation (M&E) Framework (LFA/RBM principles) including KPIs, baselines, and reporting templates.

Workstream 2: Records Inventory, Auditing & Preparation

The service provider must systematically identify, assess, and prepare records for digitisation and management:

- 3.2.1 Conduct a province-wide physical records inventory across all 12 education districts (location, volume, condition, categorisation).
- 3.2.2 Audit file completeness against standards; identify and reconstruct missing documentation.

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- 3.2.3 Apply a uniform metadata schema.
- 3.2.4 Implement a RFID-based file tracking system for records transport.
- 3.2.5 All activities require regular progress reports and must comply with legislative requirements (data protection, information security).

Workstream 3 - Digitisation & Indexing

- 3.3.1 High-Volume Digitisation: Digitise 15 Million pages at 600 DPI (TIFF/PDF-A output, legally compliant, searchable, and preservable).
- 3.3.2 OCR: Apply OCR to all text (98% accuracy).
- 3.3.3 Support English, isiXhosa, Afrikaans. Metadata Tagging: Tag using Dublin Core + ECDcE fields (15 elements/document).
- 3.3.4 Quality Assurance (QC): Rigorous QC (5% statistical sampling). Error threshold 0.5% (rework if exceeded).

Workstream 4 - Infrastructure Development

Data Centre Development

- 3.4.1 Tier III Departmental Data Centre (99.982% uptime).
- 3.4.2 Secure hosting for ECM/ERMS & records.
- 3.4.3 N+1 redundancy, fire suppression, 24/7 security, biometric access, environmental monitoring.
- 3.4.4 ISO 27001 – Information Security Management Systems (ISMS).
- 3.4.5 ISO 27002 – Code of practice for information security controls (applies to server and DC security).
- 3.4.6 ISO 27005 – Information security risk management.
- 3.4.7 ISO 27017 – Security for cloud services (if hybrid/on-cloud integration).
- 3.4.8 ISO 27018 – Protection of Personally Identifiable Information (PII) in cloud environments.
- 3.4.9 ISO 22237 – Data centre facilities and infrastructure (global standard replacing EN 50600, covers design, construction, power, cooling, security, availability).
- 3.4.10 ISO 30134 series – Data centre resource efficiency metrics (PUE, CUE, WUE, etc.).
- 3.4.11 ISO 50001 – Energy management (important for power and cooling efficiency in server rooms).
- 3.4.12 ISO 22301 – Business Continuity Management Systems (BCMS).
- 3.4.13 ISO 24762 – ICT disaster recovery services.

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3.4.14 ISO 20000-1 – IT Service Management (links to support, monitoring, incident management).

3.4.15 ISO 27035 – Information security incident management.

3.4.16 ISO 9001 – Quality Management Systems (applies to facility and vendor operations).

3.4.17 ISO 55000 – Asset Management (covers lifecycle of servers, racks, and infrastructure assets).

Digitisation Hubs

3.4.18 Three processing centres:

3.4.19 Two large hubs (East London, Mthatha): minimum 100 000 pages/day each. One satellite hub (Gqeberha): minimum 50 000 pages/day.

3.4.19 Includes staging, scanning, QC, secure storage.

3.4.21 POPIA compliant

3.4.22 National Archives and Records Service of South Africa Act, 1996 (NARSSA)

3.4.23 SANS 15489 / ISO 15489 - Records management principles

3.4.24 ISO 16175 - Functional requirements for electronic records management systems.

3.4.25 ISO 23081 - Metadata for records

3.4.26 Occupational Health & Safety, Act 85 of 1993 - For physical scanning hubs, storage, And server rooms.

3.4.27 ISO 14001 - Environmental management (e.g., disposal of paper, e-waste, energy Efficiency in DC)

District Office Equipment

Equip all 12 district offices with:

3.4.28 High-speed scanners (120 ppm) for day-forward digitisation.

3.4.29 Backup generators and UPS

2.4.30 Climate-controlled secure record storage.

3.4.31 High-speed network connectivity.

3.4.32 Workstations for records management.

3.4.33 Secure Record Intake/Tracking

- RFID/barcode system to track files as they enter scanning workflow.
- Ensures **chain-of-custody** and avoids lost documents.

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3.4.34 Locked storage cages/cabinets

- For sensitive files awaiting scanning.
- POPIA + NARSSA alignment.

3.4.35 CCTV coverage of the scanning/storage rooms.

- With 90-day retention of video.

Disaster Recovery Site

3.4.36 DR site 150km from primary data centre.

3.4.37 Synchronised copies of digitised records & metadata. RPO 4 hours, RTO 24 hours.

3.4.38 Includes hardware, software, connectivity for business continuity.

3.4.39 Quarterly testing required.

3.4.40 All infrastructure must comply with industry best practices, South African building codes, environmental regulations, and information security requirements and any other prescripts and legislation applicable to ECDoE, supporting future scalability.

Workstream 5 - System Implementation

ECM/ERMS Deployment	System Integration	Workflow Automation
<p>Key functions: ECDoE File Plan classification, version control, automated retention, search, digital signatures, audit logs.</p> <ul style="list-style-type: none"> • Deploy ECM/ERMS compliant with ISO 16175, ISO 27001, ISO 15489, ISO 20001, ISO 9001 • Support full records lifecycle: creation, capture, disposal, archival. 	<p>System integrations must support secure ingestion of data extracts (e.g., PERSAL dumps and other government system outputs) into the proposed solution.</p> <p>The system must provide configurable upload mechanisms to import such datasets on a scheduled or ad-hoc basis, ensuring compliance with government data standards and security requirements.</p>	<p>Workflows to include approvals, notifications, escalations, and performance monitoring.</p> <ul style="list-style-type: none"> • Automate key business processes: HR (recruitment / promotions / transfers), Learner (admissions / transfers), SGB (elections / governance), Leave / attendance monitoring. • Programme Performance Information

Workstream 6 - Compliance & Risk Management

All systems, processes, and controls implemented under Workstream 6 must be thoroughly documented (architecture, data flow, security controls, compliance matrices) and validated against compliance requirements. Regular compliance assessments and a sustainable monitoring framework are required.

POPIA Compliance	Records Retention & Disposal	Access Controls & Security
<ul style="list-style-type: none"> Implement data protection protocols per POPIA (Act No. 4 of 2013). Include Data Protection Impact Assessments, consent management, data subject access, breach notification, and anonymisation capabilities. 	<ul style="list-style-type: none"> Develop and implement retention/disposal schedules compliant with NARSSA and provincial archives. Ensure alignment with operational needs and legal obligations. Define clear distinction for records of enduring value. Implement secure, verifiable destruction processes. 	<ul style="list-style-type: none"> Configure role-based access controls; maintain tamper-proof audit logs integrated into office 365 for single sign on. Apply principle of least privilege and segregation of duties. Conduct regular security reviews and access recertification. Integrate with departmental identity management; use multi-factor authentication for privileged access.

Workstream 7 - Capacity Building

Workstream 7 ensures long-term records management sustainability through capacity building. This workstream equips ECDoE staff with essential records management knowledge and skills:

Staff Training	Professional Certification	Change Management
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<p>Deliver comprehensive, role-specific training for 1,000+ ECDoE staff in:</p> <ul style="list-style-type: none"> Records management principles ECM/ERMS operation Digitisation & QC Legislative compliance Workflow & info security <p>Delivery to include: Classroom, workshops, e-learning, on-the-job coaching.</p>	<p>Provide training on the implemented solution and avail refreshed courses for a period of 3 months for 50+ key personnel in:</p> <ul style="list-style-type: none"> Records Management ECM/ERMS administration Information Governance POPIA compliance Document control <p>Goal: Establish internal subject matter experts.</p>	<p>Implement a structured, Departmentally aligned change management programme for user adoption, covering:</p> <ul style="list-style-type: none"> Stakeholder analysis & engagement Change assessments Communications strategy Resistance management Tailored benefits tracking
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Workstream 8 - Support & Sustainability

This workstream ensures long-term programme success post-implementation. All activities must build internal ECDoE capability to minimise external dependency. The goal is sufficient internal capacity by the end of the 36-month support period. A detailed exit plan is required.

36-Month SLA	District Support Presence
<ul style="list-style-type: none"> Comprehensive Service Level Agreement post-go-live covering: System maintenance & technical support Quarterly upgrades & patches Performance audits Multilingual help desk SLA reporting with metrics 	<ul style="list-style-type: none"> On-site support in 12 education districts for 12 months post-implementation: Hands-on assistance & training Local issue troubleshooting District-specific requirement documentation Super-user development
Knowledge Transfer	Continuous Improvement

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<ul style="list-style-type: none"> • Structured knowledge transfer programme for internal ECDoE capacity building: • System documentation • ICT staff technical training • SOPs for routine maintenance • Shadowing & responsibility transition 	<ul style="list-style-type: none"> • Mechanisms for ongoing system enhancement • User feedback sessions • Quarterly innovation workshops • Benefits realisation reviews • Performance benchmarking • Strategic roadmap development
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4 Technical Architecture & System Requirements

4.1 Technical Architecture

Technical architecture and system requirements for the Enterprise Records and Knowledge Management Programme.

4.1.1 Architectural Principles

- 4.1.1.1 Scalability: Accommodate growth.
- 4.1.1.2 Security: Defence-in-depth controls.
- 4.1.1.3 Availability: Min 99.9% (business hours), 99.5% (non-business hours).
- 4.1.1.4 Interoperability: Integrate via standard protocols.
- 4.1.1.5 Modularity: Independent upgrading/replacement.
- 4.1.1.6 Accessibility: Usable in varying connectivity environments.
- 4.1.1.7 Compliance: Adhere to legislation and standards.
- 4.1.1.8 Sustainability: Long-term support and TCO.

4.1.2 Logical Architecture

Presentation Layer	Application Layer
<ul style="list-style-type: none"> • Web/mobile interfaces. Offline client support. • WCAG 2.1 Level AA compliant. 	<ul style="list-style-type: none"> • Document capture, workflow, records management. • Search, reporting, API services.

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Data Layer	Infrastructure Layer
<ul style="list-style-type: none"> Content repository, metadata database. Full-text search, audit logs. Replication & synchronisation. 	<ul style="list-style-type: none"> Physical/virtual servers, storage (SAN, NAS). Network, security, backup, monitoring.

4.1.3 Enterprise Content Management (ECM) / Electronic Records Management System (ERMS)

Functional	Non-Functional
<ul style="list-style-type: none"> Document capture, storage, retrieval. Metadata, version control, records lifecycle. Workflow, search, collaboration, mobile access. 	<ul style="list-style-type: none"> ISO 16175, ISO 15489 Scalability: 20M+ documents, 2,000+ concurrent users. Retrieval < 3s, 99.9% availability. Data integrity, audit, granular access

4.1.4 Digitisation and Capture System

Functional	Non-Functional
<ul style="list-style-type: none"> High-volume scanning, OCR, barcode. Forms recognition, image QA. Metadata extraction, batch processing. 	<ul style="list-style-type: none"> Processing: 500,000+ pages/day. OCR accuracy > 98% (typed). Output: TIFF/PDF-A (600+ DPI). SANS 1636, scanner integration.

4.1.5 Integration Platform

Functional	Non-Functional
<ul style="list-style-type: none"> API management, data transformation. Event processing, bidirectional sync. Monitoring, legacy system integration. 	<ul style="list-style-type: none"> Support: REST, SOAP, XML, JSON, CSV. Throughput: 50+ transactions/sec. Latency: 500ms. 99.9% availability, secure transmission.

4.1.6 Security & Access Control

Functional	Non-Functional
<ul style="list-style-type: none"> Authentication/Authorization 	<ul style="list-style-type: none"> Data Protection

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<ul style="list-style-type: none"> • Active Directory integration, MFA • Role/attribute-based access control • SSO, session management 	<ul style="list-style-type: none"> • Encryption: At rest (AES-256), in transit (TLS 1.2+). • Digital signatures, data masking. • DLP, privacy by design.
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4.1.7 Audit & Compliance

4.1.7.1 Comprehensive, tamper-proof audit logging.

4.1.7.2 Real-time security monitoring.

4.1.7.3 Compliance reporting (POPIA, PAIA).

4.1.7.4 Incident response, vulnerability management, pen testing.

4.1.8 Infrastructure Requirements

Data Centre Facilities

4.1.8.1 Primary: Tier III+, N+1 redundancy.

4.1.8.2 DR Site: Geographically separated (min 150km).

4.1.8.3 Physical security, environmental controls, redundant power, 24/7 monitoring.

Server & Storage Infrastructure

Component	Minimum Requirements
Application Servers	<ul style="list-style-type: none"> • 16 cores, 128GB RAM per server. • N+1 redundancy, virtualization, load balancing.
Database Servers	<ul style="list-style-type: none"> • 32 cores, 256GB RAM per server. • High-performance storage, clustering, DR.
Storage Systems	<ul style="list-style-type: none"> • 500TB usable (initial), scalable to 2PB (5 yrs). • Tiered storage, 5,000 IOPS for primary. • Snapshot, replication, deduplication.
Backup Systems	<ul style="list-style-type: none"> • Disk-to-disk-to-Cloud • 30 days disk retention, 20-year archives. • Incremental backup ready, encrypted, off-site.

4.2. Network Infrastructure

4.2.1 LAN: 1Gbps switched

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4.2.2 Internet: Redundant links.

4.2.3 Network security (firewalls, IPS, DDoS). Monitoring, QoS, secure VPN.

4.2.4 Integration Requirements

All integrations must use secure, standards-based methods with robust error handling and logging.

Bidders must provide a detailed technical architecture document.

4.2.5 System integrations must support secure ingestion of data extracts (e.g., PERSAL dumps and other government system outputs) into the proposed solution.

The system must provide configurable upload mechanisms to import such datasets on a scheduled or ad-hoc basis, ensuring compliance with government data standards and security requirements.

4.3 PERSAL (HR)

- Upload mechanism of employee data.
- HR documents linked to records.

4.4 SA-SAMS (Learner Admin)

- Learner data sync.
- Admissions, transfers, academic records.

4.5 Financial Management Systems

- Financial document capture.
- Procurement integration, approval workflows.

4.6 SharePoint/Microsoft 365

- Doc check-in/out, metadata sync.
- SSO, unified search, Office integration.

5 Applicable Standards and References

5.1 Legislative Framework

The programme must comply with key South African legislation:

5.1.1 Protection of Personal Information Act (POPIA) 3 Act No. 4 of 2013

- Governs personal information processing and security.
- Ensures data minimisation and accountability.

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5.1.2 Promotion of Access to Information Act (PAIA) 3 Act No. 2 of 2000

- Enables access to public body information.
- Supports efficient retrieval and redaction.

5.1.3 National Archives and Records Service of South Africa Act 3 Act No. 43 of 1996

- Governs public records management.
- Mandates classification, disposal, and preservation.

5.1.4 Additional legislation includes:

5.1.4.1 Public Finance Management Act (PFMA): Financial record-keeping.

5.1.4.2 Electronic Communications and Transactions Act: Legal validity of electronic records.

5.1.4.3 South African Schools Act: Learner records management.

5.1.4.4 Employment of Educators Act: Educator personnel files.

5.1.4.5 Basic Conditions of Employment Act: Employment record retention.

5.2 Departmental and Technical Standards

Bidders must demonstrate compliance in proposals. Non-compliance will lead to disqualification.

5.2.1 ECDDoE standards and policies:

5.2.1.1 ECDDoE File Plan: Departmental records classification.

5.2.1.2 ECDDoE ICT Security Policy: Information security for systems.

5.2.1.3 Provincial Government Enterprise Architecture: Technical standards for Provincial systems.

5.2.1.4 Eastern Cape Provincial Archives Guidelines: Provincial RM standards.

5.2.1.5 ECDDoE Data Governance Framework: Data ownership and quality.

5.2.1.6 International and local technical standards: ISO 9001, ISO 20001

5.3 International and local technical standards:

Standard	Title	Key Requirements
ISO 30301:2019	Management systems for records	RM systems requirements
ISO 16175	Functional requirements for ERMS	Software functionality, digital RM
ISO 23081	Metadata for records	Principles for metadata schemas
ISO 27001:2013	Information security management	Security controls, risk assessment

6 Project Governance and Management Requirements

6.1 The service provider must outline the governance, management, and reporting framework for the ECDoE's Enterprise Records and Knowledge Management Programme. At a minimum, the governance structure must be comprised of the following:

6.1.1 Programme Steering Committee

Operational oversight

- Approves deliverables & milestones
- Monitors implementation

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6.1.2 Technical Working Groups

- Provide technical expertise
- Review technical deliverables
- Solve complex problems

6.1.3 Project Management Office (PMO)

- Day-to-day coordination
- Monitors progress & reports
- Manages communications

6.1.4 Executive Oversight Committee

- Strategic direction
- Approves major changes
- Resolves escalated issues

6.1.5 Reporting and Communication

Report Type	Frequency	Audience	Content
Executive Dashboard	Monthly	Executive Oversight	Status, KPIs, risks
Programme Status	Biweekly	Steering Committee	Progress, deliverables, risks
Workstream Reports	Weekly	PMO & Tech WGs	Task progress, issues
Financial Reports	Monthly	CFO & Steering Committee	Budget, forecast, risks
District Reports	Weekly (rollout)	District Directors & PMO	District progress, issues

6.2 The service provider must implement an ISO 9001-compliant Quality Management System with dedicated QA resources to ensure that all deliverables meet standards. Key quality metrics (digitisation accuracy, data integrity, and user satisfaction) must be reported to the Steering Committee.

6.3 A comprehensive Risk Management Plan (RMP) is required from the service provider, approved by the Steering Committee and updated quarterly. A risk contingency reserve

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is allocated by the Department, requiring formal approval for utilisation.

Category	Description
Strategic	High-level goals, alignment, stakeholder expectations.
Operational	Processes, resources, daily operations.
Technical	Technology, systems, infrastructure.
Financial	Budgets, funding, financial management.
Compliance	Legal, regulatory, policy requirements.
Environmental	Physical environment, external factors.

6.4 The service provider must develop a detailed Change Management Plan, approved by the Programme Steering Committee and updated quarterly. Effective change management is crucial for the Enterprise Records and Knowledge Management Programme.

6.5 The service provider must develop a detailed Training and Capacity Building Plan, approved by the Programme Steering Committee and updated quarterly. The key objectives to the Training and Capacity Building Plan include:

- 6.5.1 Develop knowledge, skills, and competencies for system utilization.
- 6.5.2 Build internal capacity for system administration and enhancement.
- 6.5.3 Establish a core group of Subject Matter Experts (SMEs).
- 6.5.4 Foster continuous learning in records management.
- 6.5.5 Ensure compliance with policies.
- 6.5.6 Enable ECDoE independent operation post-implementation.

7 Duration

The Enterprise Records and Knowledge Management contract will be for a period of 36 months with an option to extend for a further period subject to budget availability, supplier performance and the need of the department. The programme shall be implemented in five phases over 36 months, balancing:

- Population density & records volume
- Infrastructure readiness
- ECDoE operational priorities

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Phase	Districts	Duration	Key Milestones
1	Buffalo City Metro, Nelson Mandela Bay Metro	Months 1-6	<ul style="list-style-type: none"> Infrastructure setup & pilot digitisation System configuration & initial training
2	Chris Hani East & West, OR Tambo Inland & Coastal	Months 7-14	<ul style="list-style-type: none"> Bulk digitisation & ECM/ERMS rollout HR/Finance workflow integration
3	Amathole East & West, Alfred Nzo East & West	Months 15-22	<ul style="list-style-type: none"> Rural digitisation & connectivity upgrades Full workflow rollout & advanced training
4	Joe Gqabi, Sarah Baartman	Months 23-30	<ul style="list-style-type: none"> Final district implementation & data migration Province-wide go-live & compliance verification
5	Province-wide Optimisation	Months 31-36	<ul style="list-style-type: none"> SLA commencement & system optimisation Continuous improvement & benefits assessment

All plans, progress, and adjustments require Programme Steering Committee (PSC) approval.

8 Bid Evaluation Criteria & Selection Process

8.1 This proposal will be evaluated in accordance with the 90/10 principles, in three (3) phases:

8.1.1 Administrative evaluation,

8.1.2 Technical/Functionality evaluation.

8.1.3 Pricing and specific goals

Phase 1: Administrative evaluation/Elimination criteria

A paper-based administrative evaluation will be carried out on all proposals received and if any of the service providers do not fulfil the applicable requirements indicated below, such service provider will be eliminated from any further evaluation:

- Signed Consortium Agreement by all entities participating in the project, specifying the roles and responsibilities of each entity must be submitted.
- Audited financial statements for the past three (3) years.
- Provide proof of insurance or letter (s) of intent of an insurance agreement from an accredited Financial Service Provider for covering the entire value chain of the project.
- Service providers must submit a company profile(s). In the case of a consortium or a

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Joint venture, a profile of each entity must be submitted.

- Service providers should return all fully completed and signed attached SBD forms:

SBD1 - Invitation to proposal;

SBD3 - Pricing Schedules SBD 3.1 for Firm Prices, SBD 3.2 for Non-Firm Prices;

SBD4 - Service provider's Disclosure and;

SBD6.1 - Preference Points Claim Form in terms of the PPR of 2022. Non-submission of the SBD6.1 form will result in non-awarding of the preference points. SBD means Standard Bidding Documents.

- Service providers who have been blacklisted as per the National treasury database will be automatically disqualified.
- In case of a Consortium or Joint Venture, prospective service providers should individually submit the fully completed and signed SBD forms separately.
- If bidding as a Consortium or Joint venture, the Consortium or Joint Venture must provide the following information and documents:
 1. The agreement signed by nominated members of all consortium or joint venture partners, stating the leading company.
- If the service provider is submitting its proposal with an intention of subcontracting certain tasks, then the service provider must state the name of the subcontract Company and percentage to be sub-contracted.

NB: Service providers who do not comply with all of the above mandatory requirements will be disqualified.

Phase 2: Technical/Functionality evaluation

A paper-based functionality evaluation will be carried out on all shortlisted proposals from phase one (1). Service providers who score less than 80 points out of 100 for functionality will be regarded as non-responsive proposals and will be disqualified from this phase.

Only service providers who meet the minimum functionality score of 80 points (paper based Technical/functionality evaluation) will be shortlisted and move on to the next stage.

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FUNCTIONALITY

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A	Experience and expertise in providing similar services. Please provide a minimum of four (4) reputable, contactable references where similar services were delivered. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract.	30		
	Points will be allocated as follows:	Points		
	4 and above contactable references	30		A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.
	3 contactable references	20		
	2 contactable references	10		
	Less than 2 contactable references	0		
B.	Technical Proposal must address the following: <ol style="list-style-type: none"> 1. Technical Solution & Methodology. 2. Key Team Members experience 3. Compliance with specified standards 4. Infrastructure & Facilities 5. Project Management & Monitoring and Evaluation 	COMPLY	NOT COMPLY	
		50		Provide proof, attach CV's, attach proof of standards specified. Specify methodology

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				that will be used
	Points will be allocated as follows:	Points		
	Technical solution <ul style="list-style-type: none"> • Solution architecture and completes. • Scalability and completeness • Risk identification and mitigation strategies • POPIA compliance • NARS compliance • MISS compliance • PAIA compliance 	10		
	Key Team members Experience <ul style="list-style-type: none"> • Programme Director, min 10 years' experience • Public sector\Education sector experience min 8 years • Records Management/ Digitization experience min 8 years • Systems integration experience with government systems min 8 years • Change management lead min 5 years. • Track record of min 10 years' experience with implementation, training and support of large customers with proven track record. 	10		
	Compliance with specified standards <ul style="list-style-type: none"> • The bidder must demonstrate established OEM partnerships with leading ECM/KMS platforms 	10		

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	<p>including Microsoft and ECM solutions and provide proof.</p> <ul style="list-style-type: none"> • ISO 15489 / SANS 15489 – Records management principles • ISO 16175 – Functional requirements for electronic records management systems • ISO 23081 – Metadata for records • ISO 14001 – Environmental management • ISO 27001 – Information Security Management Systems (ISMS) • ISO 27002 – Code of practice for information security controls • ISO 27005 – Information security risk management • ISO 27017 – Security for cloud services • ISO 27018 – Protection of PII in cloud environments • ISO 27035 – Information security incident management • ISO 22237 – Data centre facilities & infrastructure • ISO 30134 series – Data centre resource efficiency metrics (PUE, CUE, WUE) • ISO 50001 – Energy management • ISO 22301 – Business Continuity Management Systems • ISO 24762 – ICT disaster recovery services • ISO 20000-1 – IT Service Management • ISO 9001 – Quality Management Systems • ISO 55000 – Asset Management • ISO 30301:2019 – Management systems for records 			
	<p>Infrastructure & Facilities</p> <ul style="list-style-type: none"> • Tier 3 data center specification and compliance 	10		

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	<ul style="list-style-type: none"> Secure transport and chain of custody protocols Disaster Recovery capabilities and RTO/RPO compliance Ability to provide a hybrid environment for business continuity 			
	Project Management & Monitoring and Evaluation <ul style="list-style-type: none"> Recognized and complaint methodology M&E framework comprehensiveness Reporting mechanisms and tools Resource allocation and management approach 	10		
C	PROOF OF FINANCIAL CAPACITY	20		
	Points will be allocated as follows:	Points		
	Hundred Million or more	20		A bank guarantee letter from a recognized financial institution for the duration of the contract.
	Fifty to Ninety-nine Million	10		
	Below Fifty Million	0		

8.2 Key Team Member Experience Requirements:

The successful bidder must demonstrate that their proposed team has the necessary qualifications, certifications, and experience to deliver this complex programme. CVs must be provided for all key personnel, with the following minimum requirements:

8.2.1 Programme Director:

- Minimum 10 years' experience managing large-scale digitisation and ECM implementation projects
- Advanced degree in Information Management, Computer Science, or related field
- Professional certification in Project Management (PMP, PRINCE2 Practitioner)

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- Demonstrated experience with public sector projects of similar scale.
- Records Management Specialist
- Minimum 8 years' experience in public sector records management
- Certification in Records Management (AIIM, IRMS, or equivalent)
- Demonstrated knowledge of South African archival legislation
- Experience with records classification, retention, and disposal

8.2.2 Enterprise Architect

- Minimum 8 years' experience designing and implementing ECM/ERMS solutions
- Relevant technical certifications from major ECM platforms
- Experience with systems integration in complex environments Proven track record of successful implementations in the public sector
- Information Security Specialist Minimum 7 years' experience in information security
- Relevant certifications (CISSP, CISM, or equivalent)
- Experience with POPIA implementation
- Knowledge of ISO 27001 and security frameworks

8.2.3 Change Management Lead:

- Minimum 5 years' experience in public sector transformation projects
- Certification in Change Management
- Experience developing and implementing training programmes
- Demonstrated success in user adoption strategies

8.3 Phase 3: Price and Specific Goals Evaluation (90/10 Principle)

Only bidders who achieve a minimum of 80 points in the functionality assessment will proceed to this evaluation stage.

Price Evaluation (90 points maximum)

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

Points for this tender shall be awarded for:

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

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(a) POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

Specific goals for the tender and points claimed are indicated per attached SBD 6.1 form

Points awarded based on PPR 2022 status level as per the Preferential Procurement Policy Framework Act (PPFA).

8.4 Final Selection

The bidder with the highest combined score (Price + Points) will be recommended for award, subject to:

8.4.1 Due diligence verification

8.4.2 Reference checks

8.4.3 Contract negotiation

9 Bid conditions

Service providers must comply with the following mandatory requirements:

9.1 Service providers must provide a total price inclusive of VAT for the project and the price Implementation of a turnkey digitisation solution for the Eastern Cape Department of Education Enterprise Records and Knowledge Management Programme for a period of 3 years with an option to renew for a further period subject to budget availability, supplier performance and the need of the Department.

must be fixed for the first year of the project/contract.

9.2 General Conditions of Contract (GCC) must be initialled on every page.

9.3 Prospective Service providers / Service Providers must provide all the required information. It is the responsibility of prospective service providers / service providers to ensure that the information provided is accurate and complete and supporting documents are correctly referenced.

10. Additional requirements (not eliminating criteria)

10.1 A Central Supplier Database (CSD) registration which is required on or before awarding. Prospective service providers must be registered on the CSD and provide CSD registration number, if the service provider is not registered the service provider must complete the CSD registration of the entity prior to the award of this proposal using the link <https://secure.csd.gov.za/>. In the case of a consortium or joint venture, each entity must be registered on the CSD.

10.2 The prospective Service Provider must submit a Tax Status/SARS Pin (which will be verified), in case of a Joint Venture/Consortium each entity must submit an individual Tax Status/SARS Pin.

11. SPECIAL CONDITIONS

11.1 The service provider must ensure that all financial and supply arrangements for goods and/or services have been mutually agreed upon between the service provider and the third party. No agreement between the service provider and the third party will be binding to ECDOE.

11.2 In the event that the service provider will be supported by a third party, the service provider must obtain written confirmation from the third party that the ECDOE can conduct due diligence and in loco inspection on the premises of the third party.

11.3 The ECDOE reserves the right to amend the Terms of Reference prior to the closing date. It is the responsibility of the service providers to visit the ECDOE website and e-portal for the updates.

11.4 Proposals received at the address indicated in the proposal documents after the closing date and time, will not be accepted for consideration.

11.5 The ECDOE reserves the right to appoint or not to appoint a service provider and will not be held responsible for the reimbursement of the expenses incurred by service providers during the preparation of their proposal.

11.6 The ECDOE reserves the right to negotiate the price with the preferred service providers prior to the award and with the successful service provider(s) post award.

11.7 Prices for this proposal will be firm for the first year and will upon application, with supporting documentation, be adjusted for subsequent years.

11.8 In the event that an incorrect price adjustment is made during the calculation of the contract price adjustment, ECDOE reserves the right to adjust the price in accordance with the correct price calculation. Recovery of any under or over payment as a result of the application of an incorrect price adjustment will be dealt with by the service provider and the relevant end user department.

11.9 Any price adjustment which is regarded as non-firm and subject to rand exchange fluctuations must be declared in the relevant SBD forms for ECDOEs consideration. ECDOE reserves the right to accept or reject non-firm prices for the first year of the contract.

11.10 The ECDOE reserves the right to award contracts to more than one service provider or a consortium of service providers for this contract.

11.11 Within 30 days of the service provider accepting the letter of award, the service provider shall sign a Service Level Agreement (SLA) with ECDOE.

11.12 The ECDOE reserves the right to conduct its own due diligence and verify if the submitted supporting documentation and information is accurate and truthful and should it be found that the prospective service providers / service provider have misrepresented or falsified the information such prospective service providers / service providers will be automatically disqualified from the process.

11.13 ECDOE reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest service provider or award parts of the proposal to different service providers, or not to award the proposal at all.

11.14 The service provider will be expected to complete all deliverables of the project and adhere strictly to the deadlines agreed upon at all times and to compile written reports on completion of each deliverable, or as and when requested.

11.15 The ECDOE will confine its contractual dealings with the primary service provider in a case where there is a consortium.

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

11.17 Material compiled by the ECDOE may not be used in any form or for any purpose other than the purpose stipulated in this agreement. If the service provider wishes to use such material in any other form or for any other purpose, including, but not limited to, workshops, media releases and the like, it must first obtain the written approval from the ECDOE for such use.

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

11.19 The ECDOE will request approval from the designated officer wherein the copyright vests. Only once the designated officer has granted written approval, will the ECDOE convey such written approval to the service provider and, the service provider will then have permission for such usage.

11.20 ECDOE reserves the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

11.21 The ECDOE will use its discretion for the vetting of service provider/s.

11.22 Where required, service providers must provide insurance certificates from accredited insurance companies.

11.23 ECDOE reserves the right to engage in post tender negotiations with the Service provider/s on the shortlist and to do business with the vendor/s that best meet the requirements and will not be obliged to give reasons for such exclusions.

12. Special Conditions of Contract

Condition	Description
Contract Term	36 months from signature + 12-month defects liability.
Subcontracting	Max 30% contract value; requires ECDoE approval. Bidder remains fully responsible.
Payment Terms	Milestone-based (max 10% each), paid within 30 days post-acceptance.
Performance Security	10% of contract value via SA bank guarantee.
Source Code	Custom development source code in escrow; ECDoE access on default/bankruptcy/support cessation.
Amendment	Must be in writing, signed by authorized reps. Material changes may need Provincial Treasury approval.
Dispute Resolution	Negotiation, then mediation, then AFSA arbitration.

13 Proposal Submission Requirements

13.1 Bidders must adhere to specific submission requirements. Non-conforming proposals will be excluded. Proposals require both physical and electronic submission (USB):

13.2 Bidders are requested to submit their bids in the following manner:

- Functionality Bid should be submitted in a separate envelope clearly marked **" TECHNICAL PROPOSAL "**.
- The price schedule should be submitted in a separate envelope clearly marked **" FINANCIAL PROPOSAL "**

14 Physical Submission

- One (1) original bid document and (1) copy (marked ORIGINAL/COPY)
- One original and 1 copy for financial proposal.
- Securely bound, numbered pages.

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- Volumes clearly labelled (bidder name, RFP#, volume#)
- Tabbed section dividers
- Sealed envelope with RFP# and bidder name

15 Specific Content Requirements

Technical Solution

- Detailed architecture & diagrams Hardware/Software specs, Versions
- Integration approach, Security Scalability, Performance,
- Standard compliance

16 Implementation Approach

- Detailed project plan (Gantt chart)
- Resource allocation, Critical path analysis
- Milestone definitions, Acceptance criteria
- Progress reporting, Issue & risk management

17 Team Composition

- Project organization chart, Key personnel profiles
- Personnel allocation, Skills matrix
- CVs (max 3 pages/CV), Certifications
- Retention strategy, Backup resources

18. Submission Deadline and Process

Submissions can be delivered into the tender box between 8 am and 16:00 pm, Monday to Friday prior to the closing date of 12 December 2025 at 11:00 am.

Late submissions will not be accepted.

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All bids should be posted or hand delivered to:

The Eastern Cape Department of Education

Eastern Cape Department of Education

Steve Vukile Tshwete Education

Complex Zone 6,

Zwelitsha, Eastern Cape, 5608

TECHNICAL ENQUIRIES:

Mr T Masoeu

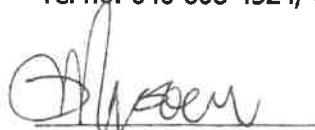
Email address: Tshepo.Masoeu@ecdoe.gov.za

Tel no: 061 449 0336.

BID ENQUIRIES (SCM SPECIFIC)

Mr X.Ntaphane, email address: xolile.ntaphane@ecdoe.gov.za

Tel no: 040 608 4524/ 040 608 4335



Compiler: Mr T Masoeu
Chief Director Corporate Strategic Planning

16/10/2025
DATE