INVITATION TO BID

DEPARTMENT OF HEALTH
Republic of South Africa

NDOH 01 / 2020-2021

Appointment of a service provider for the continued development and enhancement of functionality of existing ideal health facility web-based information systems for the National Department of Health for a period of three (3) years.
**PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH.**

**BID NUMBER:** NDOH 01/2020-2021  **CLOSING DATE:** 08/06/2020  **CLOSING TIME:** 11:00

**DESCRIPTION** Appointment of a service provider for the continued development and enhancement of functionality of existing ideal health facility web-based systems for the National Department of Health for a period of three (3) years.

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

National Department of Health; Civitas Building; c/o Thabo Sehume and Struben Streets; CBD Pretoria.

<table>
<thead>
<tr>
<th>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</th>
<th>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON</td>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a></td>
</tr>
</tbody>
</table>

**SUPPLIER INFORMATION**

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
<td></td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>VAT REGISTRATION NUMBER</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLIER COMPLIANCE STATUS**

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
<th>TAX COMPLIANCE SYSTEM PIN:</th>
<th>OR</th>
<th>CENTRAL SUPPLIER DATABASE No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[TICK APPLICABLE BOX]</td>
<td></td>
<td></td>
<td>MAAA</td>
</tr>
<tr>
<td>[IF YES] Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[IF YES] Yes</td>
<td>No</td>
</tr>
<tr>
<td>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</td>
<td></td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>1. BID SUBMISSION:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</td>
<td></td>
</tr>
<tr>
<td>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. TAX COMPLIANCE REQUIREMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</td>
<td></td>
</tr>
<tr>
<td>2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</td>
<td></td>
</tr>
<tr>
<td>2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.*</td>
<td></td>
</tr>
</tbody>
</table>

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

SIGNATURE OF BIDDER: .................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED: .................................................................

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

DATE: .................................................................
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NDOH 01/2020-2021
CLOSING TIME 11:00 CLOSING DATE: 08/06/2020

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

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION:</th>
<th>BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
</table>

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

<table>
<thead>
<tr>
<th></th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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<tbody>
<tr>
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</table>

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th></th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

TOTAL: R………………………………………………….

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies."
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: ..................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ...........................................

2.4 Company Registration Number: ............................................................................................

2.5 Tax Reference Number: ....................................................................................................... 

2.6 VAT Registration Number: ....................................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..............................................................

Name of state institution at which you or the person connected to the bidder is employed: ..............................................................

Position occupied in the state institution: ..............................................................

Any other particulars:

..............................................................................................................................................................

..............................................................................................................................................................

..............................................................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

..............................................................................................................................................................

..............................................................................................................................................................

..............................................................................................................................................................

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If so, furnish particulars:

..............................................................................................................................................................

..............................................................................................................................................................

..............................................................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.
.................................................................................................................................
.................................................................................................................................
.................................................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
.................................................................................................................................
.................................................................................................................................
.................................................................................................................................

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
.................................................................................................................................
.................................................................................................................................
.................................................................................................................................

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)...........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

............................................. .............................................
Signature Date

............................................. .............................................
Position Name of bidder

May 2011
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution


1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

\[
Ps = \begin{cases} 
80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) & \text{for 80/20} \\
90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) & \text{for 90/10}
\end{cases}
\]

Where

\[
P_s = \text{Points scored for price of bid under consideration} \\
P_t = \text{Price of bid under consideration} \\
P_{\text{min}} = \text{Price of lowest acceptable bid}
\]

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ..........(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.................................%

ii) The name of the subcontractor.................................................................

iii) The B-BBEE status level of the subcontractor...........................................

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td>√</td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR

| Any EME |                      |
| Any QSE |                      |

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:………………………………………………………

8.2 VAT registration number:…………………………………………………………

8.3 Company registration number:……………………………………………………

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

- ……………………………………………………………………………………………
- ……………………………………………………………………………………………
- ……………………………………………………………………………………………
- ……………………………………………………………………………………………

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **Total number of years the company/firm has been in business:**………………

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

   i) The information furnished is true and correct;
   ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-----</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.


Signature          Date

Position          Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

__________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

__________________________________________________________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:__________________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

\(^3\) 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.
10. 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.

................................. .................................
Signature Date

................................. .................................
Position Name of Bidder

Js914w 2
GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 ”Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

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

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

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

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

17. **Prices**

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

18. **Contract amendments**

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

19. **Assignment**

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

20. **Subcontracts**

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

21. **Delays in the supplier’s performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.
BID SPECIFICATIONS TO APPOINTMENT A SERVICE PROVIDER FOR THE CONTINUED HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING IDEAL HEALTH FACILITY INFORMATION SYSTEMS FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE(3) YEARS

Closing date:

Closing time:
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1. Introduction
The National Department of Health (NDoH) will appoint a service provider to host, maintain, support and enhance the existing Ideal Health Facility information systems (separate production and testing systems), the Offline module and mobile application for a period of three (3) years. The testing system will be used for training of users and to test enhancements before it is rolled out to the production system.

2. Background
The Ideal Clinic Realisation and Maintenance (ICRM) programme was initiated by the NDoH in July 2013 in order to systematically improve quality of care provided at primary health care (PHC) facilities and the quality of care they provide. In October 2014 the programme was incorporated into the Presidential Operation Phakisa programme that assisted the NDoH to develop a detailed implementation plan for scaling up ICRM. In order to monitor the progress of this programme, an information system was developing. The Ideal Health Facility information system was developed and rolled out to all provinces in 2015. The information system had one module to capture the quality assessments conducted by PHC facilities. Since the roll out of the information system in 2015, substantial system modules were added.

3. Overview of the Ideal Health Facility information system
Sections 3.1 to 3.9 contain an overview of the exiting information system.

3.1 General
The system has a facility set-up section where the names of all public health facilities are captured according to the following hierarchy: province, district, sub-district, facility name, facility type/classification, facility ownership and two unique identifiers.

The system hosts web-based modules, offline module and a mobile application developed for android and iOS operated cell phones.

The hosting environment is scalable over time.
a. Web-based modules

The system consists of the following web-based modules:

- Assessments (clinics, community health centres (CHCs) and hospitals)
- Waiting Times (clinics, CHCs)
- Facility Profile (clinics, CHCs)
- Patient Safety incident (clinics, CHCs and hospitals)
- Compliments, Complaints, and Suggestions (clinics, CHCs and hospitals)

Each module except Facility Profiles and Waiting Times consists of three components: a capturing form, a reporting section and a dashboard. Facility Profiles and Waiting Time module do not have a dashboard component. The reporting components provide data per facility and aggregated reports that summarize data according to the facility level hierarchy. The dashboard components display data in graphical format. The reporting and dashboard components have various filters to enable the user to generate reports at different levels of care (national, provincial, district, sub-district, facility), ownership (provincial or local government facilities), facility type (clinic, community health centre, hospitals), period (according to the department financial years) and additional filters which is specific to each module.

b. Offline module

The system makes provision for an offline module for clinics to enable the facilities that do not have internet connectivity to capture their assessment offline by installing to offline module on a computer. The offline module has an export functionality to export a file with the assessment data. The exported file is then uploaded to the web-based information system. The offline module has one report to enable the facility to generate their facility report.

c. Mobile application

One mobile application host the Ideal Clinic manual which is a step-by-step manual to guide staff how to assess clinics.

3.2 Primary health care (PHC) assessments

PHC facilities include public clinics and community health centres (CHC). There are approximately 3 500 PHC facilities in the country. PHC facilities conduct a self-assessment of the facility by using a self-assessment tool that consists of components, sub-components and elements. The elements consist of a set of measures, some of the measures have
checklists attach to it to further define the measure. Clinics and CHCs each has their own assessment tool. The Clinic assessment tool consist of 238 elements and the CHC assessment tool consist of 280 elements.

The current reporting section consists of 14 reports and seven (7) dashboards. Some of the dashboards are sub-divided into more dashboards. Additional filters on this module include filters to allow the user to generate reports per component, sub-components, element, risk rating, responsibility (NDoH, provincial and facility), population (urban, per-urban, rural) and assessment role (facility, Perfect Permanent Team for Ideal Clinic Realisation and Maintenance (PPTICRM), Peer review (PR) and Peer review updates (PRU).

There is an Offline module for the clinic assessment tool. Data is captured on an offline module; the captured data is exported to a file which is then uploaded on the web-based information system.

### 3.3 Facility profiles for PHC facilities

The facility profiles collect data on the facility. The profiles consist of various sections, i.e. facility contact details, social determinants of health, facility operational hours, services offered, human resources, workload and efficiency indicators, infrastructure, implementation partners and clinic committee.

### 3.4 Hospital assessments

Hospitals are classified into National Central, Provincial, Regional, District, Specialised Chronic and Specialised hospitals. There are approximately 400 public hospitals in the country. Hospitals conduct a self-assessment of the hospital by using a self-assessment tool that consists of components, sub-components and elements. The elements consist of a set of measures, some of the measures have checklists attach to it to further define the measure. The Hospital assessment tool consists of 300 elements. Each element is captured for all the functional (service) areas that is available at every hospital, the number is specific to each hospital, therefore the system makes provision for each hospital to select the number of areas that is present at the hospital. The maximum number of functional areas is 36. The assessments are approved at two levels after it has been captured, i.e. Quality Assurance Manager and Chief Executive Officer.
The current reporting section consist of seven (7) reports and seven four (4) dashboards. Some of the dashboards are sub-divided into more dashboards. Additional filters on this module include filters to allow the user to generate reports per component, sub-components, element, risk rating, responsibility (NDoH, provincial and facility)and population (urban, peri-urban, rural).

3.5 Waiting time survey

The Waiting time survey consist of a survey where PHC facilities can capture the time a patient spends in a facility. The time for each patient is captured per service area to determine the waiting time that every patient spend in the facility. The reporting section consists of three (3) reports.

3.6 Complaints, compliments and suggestions reporting

The Complaints, compliments and suggestion reporting module consist of a capture form for complaints, compliments and suggestions to enable facilities to capture the complaints, compliments and suggestions that they receive at the facility. The reporting section consist of six (6) reports and six (6) dashboards.

3.7 Patient safety incident reporting

The Patient safety incident reporting module consists of a capture form to capture patient safety incidents that occurred at the facility. The reporting section consists of six (6) reports and six (6) dashboards.

3.8 User account functionality

The system has an account creation functionality that allows the NDoH and provinces to create user accounts for users of the system. When a user account request form is received an account is created for the user and login details is sent via e-mail once the account has been created. The account is created according to:

- The level of access the user requires (permissions), i.e. provincial, district, sub-district, facility and facility ownership. The modules the user requires access to.
- The roles the user requires for each module, i.e. capturing, viewing and account creation.

The user account request form is uploaded on the system for each user account that is created. All historical forms are retained on the system. There are currently 12 000 users
registered on the system which is still growing as it is anticipated that more staff members will require access.

3.9 Technology used to develop information system

- Programming language - Online & Offline Tools using PHP V7.0
- Database – Online = Microsoft SQL version 2014; Offline using SQL lite and RDBS.
- Other technologies used - JavaScript/ Symphony/ Bootstrap (frameworks & libraries)
4. Scope of work

The NDoH will appoint a service provider to host, maintain, enhance and support the existing Ideal Health Facility information systems (separate production and testing systems), the Offline module and mobile application for a period of three (3) years. The testing system will be used for training of users and to test enhancements before it is rolled out to the production system.

4.1 Hosting of this information system

The minimum requirements to host the software for production and testing environments are set-out as follows:

- Intel(R) Xeon(R) CPU E5-1620 v4 @ 3.50GHz
- 48GB of RAM (or latest version)
- 500GB SSD for the database
- 1TB (RAID 1)
- 100 Mbit Ethernet

**Network:**

- Dual upstream provided by Africa INX and Internet Solutions
- 100 Mbit bandwidth

**Software:**

**Operating System:**

- Windows Server 2016 (or latest version)
- Fully patched

**Web Server:**

- IIS 10 (or latest version)

**Database Server:**

- Microsoft SQL Server 2016 (or latest version)
- Service Pack 4 (or latest version)
- Additional VM used for map dashboard:
  - Running Ubuntu LTS with postgis for generating maps

**Back-up Infrastructure:**

- Intel(R) Xeon(R) CPU E5-1620 v4 @ 3.50GHz (or latest version)
• 32 GB RAM
• 12 TB storage
• VEEAM Server Intel(R) Xeon(R) CPU E5-1620 v4 @ 3.50GHz (snapshots)
• Azure for long term off site back-ups

4.2 System maintenance
Maintenance is required to ensure that the Ideal Health Facility information systems are well maintained and are operational at all times. Maintenance can include, but is not limited to following:

• Corrective maintenance: Reactive modification of the software performed after delivery to correct discovered problems. It deals with fixing bugs in the code.
• Preventive maintenance: Modification of the software product after delivery to detect and correct latent faults in the software product before they become effective faults.
• Adaptive maintenance: Modification of the software product performed after delivery to keep the software product usable in a changed or changing environment. This deals with changes such as a new version of php or SQL but excludes extreme situations where the client’s infrastructure changes significantly to the extent that further specific development must be done to align to the client’s infrastructural changes.
• Maintenance of the testing environment not only for testing but also for user training purposes.
• Notify the NDoH of changes and upgrades. No changes effected without an Open Web Application Security Project (OWASP).
• Document all changes in a technical manual.
• Provide and maintain system documentation for manuals/standard operating procedures/guidelines.
• Perform diagnostics on software and services.
• Perform routine system management on applications.
• Provide and approve release packaging of software changes.
• Daily incremental backups
• Weekly full backups
• Off-site back-up storage
• System performance monitoring
• Disaster management
4.3 System support
It is required that the service provider makes provision for a system that allows the NDoH to log calls and track progress online, preferably a cloud-based solution.

Current support on the existing information system is forty (40) hours per month, this can be more depending on the requirements of the NDoH. As the requirements for support will differ from month to month, the cost for support for each month will be calculated according to the support that was requested by the NDoH. Maintenance can include, but is not limited to following:

- Provide technical and functional support.
- Provision for system enhancements (developer or user based, new and change requests).
- Assist NDoH administrator with trouble shooting in accordance with established procedures.

Bidders must submit a Maintenance and Support Plan.

4.4 System enhancement changes
The number of hours required for new system functionality changes is dependent on the requirements of the NDoH for the specific financial year and will be determined as such.

Current anticipated changes are updating of the PHC and Hospital assessment tool.
5. Special conditions

5.1 Turn around time for service requests

The system uptime must be 99.999%.

The response time for request for support by the NDoH to the service provider will be categorised according to three levels of priority, i.e. high, medium and low.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Response time</th>
<th>Acknowledgement time</th>
<th>Resolution time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High</strong>: An issue affects the use of the software across the installation base of the application(s). The application is completely down or inoperable</td>
<td>Within 2 business hours</td>
<td>Acknowledging of call within the first hour of the 30 minutes of response time.</td>
<td>4 hours</td>
</tr>
<tr>
<td><strong>Medium</strong>: An issue with a known work around, affects a single or group of user/s and is not critical to be addressed immediately</td>
<td>Within 8 business hours</td>
<td>Acknowledging of call within the first 4 hour of the 8 hours of response time.</td>
<td>16 hours (2 days)</td>
</tr>
<tr>
<td><strong>Low</strong>: A change request or enhancement that does not need immediate attention but is important to improve the client’s experience</td>
<td>Within 16 hours (2 working days)</td>
<td>Acknowledging of call within the first 8 hours of the 16 hours of response time.</td>
<td>32 hours (4 days)</td>
</tr>
</tbody>
</table>

5.2 System security

The information contained within this database is be highly sensitive and must be protected to the highest level of safety available. As far as possible, the database must be impervious to external hacking. The system must maintain adequate front and back end security measures such as but not limited to: SSL certificates, firewalls, intrusion protection, 2 factor authentication, separation of databases & application (VLAN), disaster recovery mechanisms in place and back up routines.

Data integrity is likewise of paramount importance and the database must be protected against degradation of the data. The information system must meet specific requirements in the following areas:

- Information/data security to allow for changes in technology and business needs,
- Authentication
- User/Role/Management/Permission
- Monitoring - build a complete audit trail of all activities and operations using log reports.
- Performance requirements
- Security system requirements

5.3 Information system ownership

The information system that includes all project related documents and files as well as the source code of the information system will remain the property of the NDoH for further use or enhancements as required.

5.4 Training requirements

The service provider must provide training on all new and updated software. In addition, bidders shall provide system configuration and related training for those who will be providing ongoing technical support. On-site training is required. Bidders must develop and maintain training and user guide manuals.
6. Bid scoring guidelines

<table>
<thead>
<tr>
<th>ASSESSMENT</th>
<th>DESCRIPTION</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Exceeds the required standard</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Response answers the question with precision and relevance. Includes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>improvement through innovation and added value</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td>Meets the standard required</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Comprehensive response in terms of detail and relevance to the question</td>
<td></td>
</tr>
<tr>
<td>Acceptable</td>
<td>Meets the required standard in most aspects but fails in some areas.</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Acceptable level of details, accuracy and relevance</td>
<td></td>
</tr>
<tr>
<td>Limited</td>
<td>Fails the required standard in most aspects but meet some.</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Limited information / inadequate/only partially addresses the question</td>
<td></td>
</tr>
<tr>
<td>Inadequate</td>
<td>Significantly fails to meet the required standard.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Inadequate detail provided / questions not answered/answers not directly</td>
<td></td>
</tr>
<tr>
<td></td>
<td>relevant to the question</td>
<td></td>
</tr>
<tr>
<td>Not Eligible for</td>
<td>Completely fails to meet the required standard.</td>
<td>0</td>
</tr>
<tr>
<td>the consideration</td>
<td>Response significantly deficient</td>
<td></td>
</tr>
</tbody>
</table>

6.1 Bid evaluation criteria and methodology

As part of the normal procurement process, the evaluation of a tender consists of the following stages:

Stage 1: Bid pre-screening requirements
Stage 2: Technical evaluation
Stage 2A: Mandatory requirements
Stage 2B: Functionality evaluation
Stage 3: Price evaluation
Stage 4: BBBEE evaluation
6.2 Mandatory requirements

6.2.1 Professional registration requirements
The bidder must be registered with at least one of the following professional bodies:

- Center for Internet Security (CIS)
- Information Technology Association (ITA)
- The Media, Information and Communication Technologies Sector Education and Training Authority (MICT SETA)

The bidder must provide a copy of a valid certificate or membership card indicating clearly:

- the regulator or professional body’s name,
- the bidder’s name and the date it was issue and if applicable, the expiry date

6.2.2 Key personnel requirements
The bidder must have staff with the following qualifications:

- Senior PHP programming
- JavaScript programming
- Database Administration RDMS - MSSQL
- Database Administration RDMS - SQLite

The bidder must provide Curriculum Vitae (CV) of the staff employed.

6.2.3 Security of the information system
The bidder must submit proof of registration certificate with Open Web Application Security Project (OWASP).
### 6.3 Bid functionality evaluation criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>DESCRIPTION</th>
<th>Substantiation/documentations</th>
<th>WEIGHT</th>
</tr>
</thead>
</table>
| **6.3.1 Experience** | The bidder must demonstrate a minimum of five (5) years' knowledge and experience in the development and management of databases and health information systems                                                                 | The bidder must provide at a minimum three (3) letter of affirmation from Business or Government customers to whom the project or service within the last three (3) years was delivered. Each letter must be dated, signed and on a letterhead of the customer and indicates:  
  (a) The customer Company name and physical address;  
  (b) Customer contact person’s name, telephone number and email address;  
  (c) Project <or Service> scope of work (clearly outlining projects developed for web-based systems, offline modules and mobile applications);  
  (d) Project cost;  
  (e) Project Start and End Date;  
  A summary of projects (project description, role of company, project cost, duration of project and contactable references) must be provided                                                                 | 30     |
| **6.3.2 Key personnel** | The bidder must have key management, professional and technical personnel with emphasis on the skills and experience in technical areas comparable to the project:  
  - Project Manager  
  - System Analysis  
  - Senior PHP programming  
  - JavaScript programming  
  - Bootstrap programming  
  - Symfony programming  
  - Database Administration RDMS - MSSQL  
  - Database Administration RDMS - SQLite  | Bidder to provide qualifications (role in project, technical expertise and their CV’s) years previous experience in development, management of databases and health information systems and ability to train NDoH internal staff on database, data analysis and report generation.                                                                 | 30     |
### 6.3.3 Approach and methodology

The bidder must provide a comprehensive proposal outlining the approach and methodology of the project. This can, but is not limited to the following:

- Hosting
- Maintenance
- Support provision and tracking therefore
- Enhancement
- Service Levels and performance targets
- Priority Levels for Requests
- Disaster recovery management
- Security
- Training

| Proposal of approach and methodology | 40 |

| Total weight | 100 |
| Minimum functionality threshold | 70 |
7. Bid pricing evaluation

7.1 Price evaluation criteria

7.1.1. Price points scoring system

In line with the PPFA requirements, this bid will be evaluated in accordance with the following preferential points scoring system (please mark with “X”):

<table>
<thead>
<tr>
<th>80/20 scoring system</th>
<th>90/10 scoring system</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

The table below depicts the point allocation for various BBBEE status levels of contributors:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Procurement up to R50 000 000 (all taxes incl.)</th>
<th>Procurement above R50 000 000 (all taxes incl.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of points (20/80 system)</td>
<td>Number of points (90/10 system)</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
<td>6</td>
</tr>
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<td>4</td>
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</tr>
<tr>
<td>5</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
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<td>3</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
7.1.2 Bid exchange rate conditions

The bidders are required to use the exchange rate provided below to enable NDoH to compare the prices provided by using the same exchange rate:

<table>
<thead>
<tr>
<th>Foreign currency</th>
<th>South African Rand (ZAR) exchange rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 US Dollar</td>
<td></td>
</tr>
<tr>
<td>1 Euro</td>
<td></td>
</tr>
<tr>
<td>1 Pound</td>
<td></td>
</tr>
</tbody>
</table>

To safeguard the integrity of the bidding process, the technical and financial proposals must be submitted in separate sealed envelopes, as per “National Treasury: Supply Chain Management a guide for Accounting Officers / Authorities, 2004”, section 5.9.4.

Note:

- **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

- **TOTAL PRICE**
  
  (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.

  (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.

  (c) All additional costs must be clearly specified.

- Bidder must complete the pricing as per table below.

- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE.
### 7.2 Pricing for three (3) years

<table>
<thead>
<tr>
<th>No</th>
<th>Service description</th>
<th>Price First year</th>
<th>Price Second year</th>
<th>Price Third year</th>
<th>TOTAL for three (3) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hosting fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Software Maintenance fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Software and User Support estimated at 40 hours per month (cost per month x12)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Contingency fee</td>
<td></td>
<td></td>
<td></td>
<td>R3 000 000.00</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td><strong>SUBTOTAL (VAT Excl.)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td><strong>15% VAT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td><strong>BID TOTAL (VAT Incl.)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7.3 Pricing for technical support and enhancements

<table>
<thead>
<tr>
<th>Pricing for</th>
<th>Technical support</th>
<th>Enhancements</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Technical support Level 1</td>
<td>Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical support Level 2</td>
<td>Project Management/Team Lead level</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical support Level 3</td>
<td>Developer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enhancements</td>
<td>Analyst</td>
<td></td>
</tr>
</tbody>
</table>
The Director General: *NAME OF DEPARTMENT

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per the records held by the bank.

I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

### Company / Personal Details

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
<td></td>
</tr>
<tr>
<td>Trading Name</td>
<td></td>
</tr>
<tr>
<td>Tax Number</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Initials</td>
<td></td>
</tr>
<tr>
<td>First Name</td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
</tr>
</tbody>
</table>

### Address Detail

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Address</td>
<td></td>
</tr>
<tr>
<td>(Compulsory if Supplier)</td>
<td></td>
</tr>
<tr>
<td>Postal Code</td>
<td></td>
</tr>
</tbody>
</table>

### New Detail

- [ ] New Supplier information
- [ ] Update Supplier information

<table>
<thead>
<tr>
<th>Supplier Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td></td>
</tr>
<tr>
<td>Department</td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
</tr>
</tbody>
</table>

Department Number

---

*National Department of Health* 

Head Office Only

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captured By</td>
<td></td>
</tr>
<tr>
<td>Date Captured</td>
<td></td>
</tr>
<tr>
<td>Authorised By</td>
<td></td>
</tr>
<tr>
<td>Date Authorised</td>
<td></td>
</tr>
<tr>
<td>Supplier code</td>
<td></td>
</tr>
<tr>
<td>Enquiries</td>
<td></td>
</tr>
<tr>
<td>Tel. No.</td>
<td></td>
</tr>
</tbody>
</table>
### Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Number</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Name</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Number</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

#### Account Type
- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

<table>
<thead>
<tr>
<th>ID Number</th>
<th></th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Passport Number</th>
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</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Registration Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td>/</td>
</tr>
</tbody>
</table>

*CC Registration

*Please include CC/CK where applicable

<table>
<thead>
<tr>
<th>Practise Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Contact Details**

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens

- **ABSA-CIF screen**
- **FNB**-Hogans system on the CIS4
- **STD** Bank-Look-up-screen
- **Nedbank**- Banking Platform under the Client Details Tab

### Contact Details

<table>
<thead>
<tr>
<th>Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Home</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Cell</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Cell Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Email Address**

|  |
|  |

**Contact Person:**

---

**PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:**

---

**NB: All relevant fields must be completed**