health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-43(2023/2024)

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONTINUED HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING IDEAL HEALTH FACILITY INFORMATION SYSTEM FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (3) YEARS

BID VALIDITY PERIOD: 180 DAYS

DATE ISSUED: 05 OCTOBER 2023

CLOSING DATE AND TIME OF THE BID:

30 OCTOBER 2023 AT 11H00

COMPULSORY BRIEFING SESSION

Date: 19 October 2023 at 11:30 am

Venue: National Department of Health, Dr AB Xuma building,

1112 Voortrekker road, Thaba Tshwane, Pretoria.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)					
BID NUMBER:	**NDoH-43(2023/2024)**	CLOSING DATE:	**30 OCTOBER 2023**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONTINUED HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING IDEAL HEALTH FACILITY INFORMATION SYSTEM FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS.**				

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

NATIONAL DEPARTMENT OF HEALTH

1112 VOORTREKKER ROAD

DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE

PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@health.gov.za	E-MAIL ADDRESS	tenders@health.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(NB: Proof of authority must be submitted e.g. company resolution)

DATE: ……...

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

"Only authorized signatories may sign the original and all copies of the bid where required.

In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated.

In case of a **COMPANY** submitting a bid, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a bid, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the bid.

In the case of a **JOINT VENTURE** submitting a bid, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture."

Accept that failure to submit proof of Authorization to sign the bid may result in the bid being declared non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

ZETHMBE TRADERS
(Pty) Ltd

By resolution of the Board of Directors taken on *01 AUGUST 2000,*

MR M
BONAKELE

has been duly authorised to sign all documents in connection with

Contract no NDoH-01/2023/2024, and any contract which may arise

there from, on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: *01 AUGUST 2000*

SIGNATURE OF SIGNATORY: (Signature of *M Bonakele)*

As witnesses:

1. . . . . .
2. . . . . .

Signature of person authorised to sign the bid: . . . . . .

Date: . . . . . .

SAMPLE

Roger Dyason Road
M7
Roger Dyason Road
Roger Dyason Road
National Department of Health
Entrance
Voortrekker Road
P
1 Military Hospital
Voortrekker Road
Voortrekker Road
Heartfelt Arena
Old Johannesburg Road
R101
Old Johannesburg Road
M7
Eeufees Road
Voortrekker Monument Nature Reserve
Eeufees Road
Eeufees Road
N

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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.

8.1.2 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:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

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.

1. Bidder must complete the pricing as per table below.

2. Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

8.2 Pricing for three (3) years

No	Service description	Price First year	Price Second year	Price Third year	TOTAL for three (3) years
1.	Hosting fee				
2.	Software Maintenance fee				
3.	Software and User Support estimated at 40 hours per month (cost per month x12)				
4.	Contingency fee				R 4 000 000
5.	**SUBTOTAL (VAT Excl.)**				
6.	**15% VAT**				
7.	**BID TOTAL (VAT Incl.)**				

8.3 Pricing for technical support and enhancements

Pricing for	
Technical support	**Hourly Rate**
Technical support Level 1	
Technical support Level 2	
Technical support Level 3	
Enhancements	**Hourly Rate**
Project Management/Team Lead level	
Developer	

Price (VAT Inclusive). It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers of R1 million and above it is a compulsory requirement of the VAT Administration Act. If an entity not registered as VAT vendor is awarded a bidder, it is expected to register for VAT within 21days of being awarded a contract and produce such proof of registration tothe employer.

As a rule, the NDoH is not responsible for making a payment towards VAT on bidders that were awarded contracts without the inclusion thereof at the time bid closure.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
…….
…….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number **NDoH-43(2023/2024)** **30 OCTOBER 2023 @ 11:00AM**

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

Js475wc

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

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

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

1.7 The company must submit ID copies of Directors and or shareholders with their bid document or quotation to substantiate points claimed. The share certificate reflecting the number of shares held by each member or director of the company to qualify for the points claimed must be submitted. In case of a claiming points for disability the company must submit a registered Doctor noted or document as evidence of the disability.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
The promotion of South African owned enterprises	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

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1. Introduction

The National Department of Health (NDoH) calls for competitive bids for the appointment of 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. 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.

There has been great investment in the information system since the initial development and roll out of the information system in 2015, the following modules are currently hosted on the information system:

- Ideal Clinic and Community Health Centre (CHC) quality assessments (rolled out in 2015)
- Clinic and CHC Facility profiles (rolled out in 2016)
- Waiting time survey for clinics and CHCs (rolled out in 2016)
- Ideal Hospital quality assessment (rolled out in 2018)
- Quality Improvement Plans (QIP) (rolled out in 2021)
- Complaints, compliments and suggestions reporting (rolled out in 2018)
- Mobile Complaints APP for the public to log complaints about public health facilities (rolled out in 2020)
- Patient safety incident reporting (rolled out in 2018)

The system is used nationally to collect data for the National Indicator Data Set (NIDS), respond to parliamentary questions, provide data for feedback to the Presidency on the progress made with the programme. The system further enables public primary health care

facilities to comply with statutory requirements as set out in the *Procedural Regulations pertaining to the functioning of the Office of Health Standards compliance* and the *Norms and Standards Regulations applicable to different categories of health establishments*.

Since the roll out of all the modules, the focus has been on the annual updating of the Ideal Clinic/CHC/Hospital modules. The Complaints, compliments and suggestion and patient safety incident modules are updated when the National Guidelines are updated (every 4 to 5 years as the need arise). Additional reports and dashboards for the exiting modules are developed as the need arise.

3. Overview of the Ideal Health Facility information system

Sections 3.1 to 3.9 contains an overview of the existing 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, CHCs and hospitals)
- Waiting Times (clinics, CHCs)
- Facility Profile (clinics, CHCs)
- QIPs (clinics, CHCs and hospitals)
- Patient Safety incident (clinics, CHCs and hospitals)
- Compliments, Complaints, and Suggestions (clinics, CHCs and hospitals) that links with the mobile Complaints APP.

Each module except Facility Profiles, Waiting Times and Quality Improvement plans, consists of three components: a capturing form, a reporting section and a dashboard. The Facility

Profiles, Waiting Time and QIP modules 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/CHC quality assessments, complaints and patient safety incidents 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 Complaints APP

The mobile Complaints APP (available from the Apple and Play stores, search for NDoH Complaints APP) was developed to enable the public to lodge complaints about services delivered at public health facilities. The user can select the health facility from a drop-down list, for the facility that they want to lodge a complaint against. Once the facility is selected the user enters minimum data on the complaint that corresponds with the already existing complaints form which is on the Complaints, compliments and suggestion web-based information system. The information entered by the complainant on the APP is added to the complaints form on the web-based information system. The staff that has current access (can include staff at facility, district and provincial level) to the complaints module on the web-based information system receives an automated e-mail to notify them that there is a new complaint that requires management. The APP sends an automated e-mail notification to the complainant confirming that the complaint was lodged and provide a reference number to the complainant.

3.2 Primary health care (PHC) assessments (web-based and offline module)

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. Some of the elements (also referred to as measures in the Regulated Norms and Standards), also have checklists attached to it to further define the measure. Clinics and CHCs each have 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 17 reports and seven (7) dashboards. Some of the dashboards are sub-divided into additional 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 (web-based module)

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 (web-based module)

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 Hospital assessment tool consists of 451 elements (measurements) with 207 checklists that is attached to specific elements. Each a score is captured for each element 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 functional at the hospital. The maximum number of functional areas is 38. 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 eight (8) 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, per-urban, rural).

3.5 Waiting time survey (web-based module)

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. Quality Improvement Plans (web-based module)

The QIP module consist of a capture form that extracts all the measures that were failed on the quality assessments captured for clinics/CHCs/hospitals. The form makes provision for the facility to capture the plan of action to adhere to the measure, the date to be completed and the person responsible for implementing the QIP. The reporting section consists of two (2) reports.

3.7 Complaints, compliments and suggestions reporting (Mobile APP, web-based and offline module)

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.

3.8 Patient safety incident reporting (web-based and offline module)

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.

3.9 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.

When an account is created, the user account form is uploaded on the system for the user and the personal details captured in the user account form is auto inserted on the account for the user. All historical forms are retained on the system. There are currently 17 000 users registered on the system which is still growing as it is anticipated that more staff members will require access.

3.10 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, support and enhance the existing Ideal Health Facility information systems (separate production and testing systems), the Offline module and mobile Complaints 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 service provider will be expected to provide a secure and reliable hosting platform for the Ideal Health Facility Information System databases and applications. The service provider must ensure that hosted services remain innovative, relevant, and up-to-date with current and changing technological advancements for users to utilisedata to improve service delivery. The information contained within this database is highly sensitive and must be protected to the highest level of safety available. The service provider must therefore ensure that cybersecurity practices are followed and the Ideal Health Facility Information System complies to industry standards. The system must maintain adequate front and back-end security measures including SSL certificates, firewalls, intrusion protection, user authentication, separation of databases, application, disaster recovery mechanisms and back up routines. The bid proposal must include an approach for Business Continuity for the Ideal Health Facility Information System and define the backup and disaster recovery mechanisms.

The current 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 (or latest version)
- 48GB of RAM
- 500GB SSD for the database
- 1TB (RAID 1)
- 100 Mbit Ethernet

Network:

- Upstream provided by Xneelo
- 100 Mbit bandwidth

Software:

<u>Operating System:</u>

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

Web Server:

- IIS 10 (or latest version)

Database Server:

- Microsoft SQL Server 2012
- 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.
- Ensure availability of routine performance data for monthly, quarterly and annual reporting
- Notify the NDoH of changes and upgrades.
- 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 recovery plan and testing
- Information/data security to allow for changes in technology and business needs, No changes effected without an Open Web Application Security Project (OWASP)
- Authentication
- System Change Control
- User management, role management as well as user permissions
- A complete audit trail of all activities by users as well as system administrators and operations using log reports.

4.3 System support

It is required that the service provider makes provision for an online support desk system that allows the NDoH to log all calls for support and enhancements. The application must document all communication between the NDoH and the service provider to ensure that documentation is available for auditing purposes for all support and enhancements that were requested. The support desk must have a functionality to distinguish between calls logged for internal support and calls logged by the NDoH to the service provider for support and enhancements on the information system. The NDoH will manage all calls logged by provinces but the support desk must have the functionality to enable the NDoH to capture the support calls while the service provider will be responsible to manage calls logged by the NDoH for support and enhancements. The application must also provide a summary log indicating the date when the call was logged, who logged the call, who managed the call, priority level, short description of the request, time allocated to resolve the case and date closed.

Current support on the existing information system is forty (40) hours per month, this can be more or less 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. Support can include, but is not limited to following:

- Provide technical and functional support for changes on existing modules.
- Assist NDoH administrator with trouble shooting in accordance with established procedures.
- Bidders must submit a Maintenance and Support Plan.

4.4 System enhancement changes

Implement system enhancements of the Ideal Health Facility Information System for the modules, dashboards and reports to meet the specific needs of the NDoH. The number of hours required for new system development changes is dependent on the requirements of the NDoH for the specific financial year and will be determined as such. Current anticipated changes are the annual updating of the PHC and Hospital quality assessment tool.

Ensure that training material and manuals are updated with new enhancements.

Provide a System Design document (SDD) for any enhancement. The contents of this SDD should include, but not limited to, the following sections:

- **System Requirements:** This section describes the functional and non-functional requirements of the system.
- **System Architecture:** This section describes the high-level architecture of the system, including the components of the system and their interactions.
- **Data Design:** This section describes the data structures and data storage of the system.
- **User Interface Design:** This section describes the user interface of the system, including the screens, menus, and input/output devices.
- **Software Design:** This section describes the software architecture of the system, including the modules, components, and interfaces.
- **Implementation Plan:** This section describes the plan for implementing the system, including the tasks, resources, and schedule.
- **Testing Plan:** This section describes the plan for testing the system, including the test cases, test data, and expected results.
- **Deployment Plan:** This section describes the plan for deploying the system, including the installation procedures, user training, and support.

4.5 Management, monitoring and evaluation and reporting

The performance of the service provider will be monitored through a Service Level Agreement which will be managed through a quarterly workplan with clear set deliverables for each quarter. Project Management methodologies will be followed in executing and managing the contract.

Monitoring of progress on objectives must be achieved through regular formal and informal processes and quarterly technical meetings between NDOH and the service provider to monitor the Service Level Agreement.

Strict quarterly reporting on the quarterly workplan deliverables as well as financial expenditure reporting will be adhered to. An Annual Report will be produced at the end of each financial year.

4.6 Training requirements

- The service provider must provide training on all new and updated software and enhancements for the NDoH administrator including on-site training.
- In addition, bidders shall provide system configuration and related training for those who will be providing ongoing technical support when the contract has ended.
- Bidders must develop and maintain training and user guide manuals for the information system.

4.7 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. The Director-General for Health has the overall ownership of the Ideal Health Facility Information System. In this regard all data from the Ideal Health Facility Information System is owned by the NDoH and access to the data is regulated by the Department. All changes to the system, its data elements and analytics must be authorised bythe NDoH. The bidder will have no authority to share the Ideal Health Facility Information System data with third parties. All requests for access to the data will be reviewed and be subject to the approval ofthe Director-General for Health or the Provincial Head of Department or a delegated official.

5. Bid Evaluation Criteria

5.1 Due diligence

The NDoH reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits to assess the capacity of the bidder in relation to its people, technology and system support capacity requirements as setout in the scope of work.

Bidders may be required to make a presentation to the Bid Evaluation Committee to qualify the proposal.

5.2 Bid evaluation Stages

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

Stage 1: Mandatory requirements

Stage 2: Functionality evaluation

Stage 3: Price evaluation

Stage 4: Historical Disadvantaged Individual (HDIs) evaluation

5.3 Mandatory requirements

NB: Failure to submit/attach proof of the following requirements with the bid will leadto the disqualification of the bidder's proposal:

5.3.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Tax Compliance Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.

5.3.2 Compulsory Briefing Session

This session will provide bidders with an opportunity to obtain clarity on certain aspects of the bid and processes as set out in this document and to address any issues they may have. This session is compulsory for all bidders. All bidders present in the briefing session must sign the compulsory briefing session register as it will be used to verify bidder's attendance. Bidders who did not sign the compulsory briefing session register will automatically be disqualified.

5.3.3 Professional registration requirements

The bidder must be registered with at least one of the following professional bodies:

- Centre 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 certified copy of a valid certificate or membership card indicating clearly:

- the regulator or professional body's name,
- the bidder's name and the date of issue of certificate or membership card and if applicable, the expiry date

5.3.4 Key personnel requirements

The bidder must have staff with the following qualifications:

- PHP programming
- JavaScript programming
- Database Administration RDMS - MSSQL
- Database Administration RDMS – SQLite
- Project Management,
- Software Development,
- Database Management
- and Server Hosting.

Although bidders may supply more than one CV per resource, they must nominate one CV for Security, Database Administrator and Project Manager AND at least two CVs for the Application Developer resource to be evaluated. CV's must be signed by the proposed resource and not signed on behalf of the proposed resource. Failure to submit signed CVs will result to your bid scoring a zero on the technical evaluation as the CV submitted would be invalid.

5.3.5 Security of the information system

The bidder must submit proof of registration/ membership with Open Web Application Security Project (OWASP).

5.3.6 Submission of complete bid documents

Bidders must submit all required documents by the closing date and time of the bid.

5.3.7 Bid document sets (non-mandatory)

Bidders are requested to submit three sets of bid documents according to the instructions below:

Set 1: Hard copy (constitutes the legally binding bid document)

All SBD and Bid Response forms must be completed in black typescript. All fields must be completed. Where no electronic entry field is provided, bidders must complete the forms in black ink, handwritten in capital letters. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Responsedocument must be printed. Bidders must submit their complete bid in hard copy format (paperdocument). The signed hard copy of the bid document will serve as the legal bid document.

The duly authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Anychange/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in anyway.

Set 2: Scanned version of Set 1. (i.e., Scanned complete hard copy)

Bidders must submit a PDF version of the entire signed hardcopy bid, including all certificatesand documents requested.

Set 3: Electronic version of bid documents

Bidders are requested to submit the electronic versions of all bidding documents to facilitate data extraction. The PDF document must be submitted as editable PDF.

Set 2 and Set 3 must be included on an USB and submitted in a sealed package with Set 1.The full name and address of the bidder, the bid number and the closing date of the bid mustbe clearly indicated on the package.

All three sets of bid documents must be submitted before or on the closing date and time of the bid (date and hour specified in the bidding documents). Late submission of bid documents will lead to the disqualification of the bidder. Incomplete bids will be deemed non-responsive.

In case the electronic bid information or scanned version differs, the set 1 (hard copy) submission content will take precedence.

6. Bid scoring guidelines

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

6. Bid Functionality evaluation criteria

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td>7.1 Experience</td><td>The bidder must demonstrate a minimum of five (5) years knowledge and experience in the management and enhancement/development of databases for routine Health information systems at national and subnational level</td><td>• The bidder must provide a comprehensive description of relevant experience and track record in implementing health information systems at national and sub-national level.
• The bidder must demonstrate technical competency in managing the backend infrastructural processes integral to the hosting and implementation of the information system from facility to national levels.

The bidder experience will be evaluated in accordance with the table below as outlined in the company profile:

<table>
<tr><th>Relevant experience</th><th>Score</th></tr>
<tr><td>More than 10 years' experience</td><td>5</td></tr>
<tr><td>6 to 10 years' experience</td><td>4</td></tr>
<tr><td>5 years' experience</td><td>3</td></tr>
<tr><td>No experience</td><td>0</td></tr>
</table>

The track record must be backed-up by at least three testimonial/reference letters. Each letter must be dated, signed and on a letter head of the customer and indicates:
• The customer's Company name and physical address.
• Customer contact person's name, telephone number and email address.
• Project scope of work (clearly outlining projects developed for web-based systems, offline modules and mobile applications).
• Quality of service rendered.
• Project cost.
• Project Start and End Date.</td><td>10</td><td>20</td></tr>
</table>

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><th>Number of testimonial letters</th><th>Score</th></tr>
<tr><td>3 letters submitted containing all the information as outlined</td><td>5</td></tr>
<tr><td>2 letters submitted containing all the information as outlined</td><td>4</td></tr>
<tr><td>1 letter submitted containing all the information as outlined</td><td>3</td></tr>
<tr><td>3 letters with some of the information submitted</td><td>2</td></tr>
<tr><td>1 or 2 letters with some of the information submitted</td><td>1</td></tr>
<tr><td>No letter submitted</td><td>0</td></tr>
</table>
</td><td>10</td><td></td></tr>
<tr><td>7.2 Key personnel</td><td>The bidder must have key project management and technical personnel with emphasis on the skills and experience in technical areas of the project:
•

The contract will be concluded on the basis of the personnel/ team provided with this Bid Proposal.</td><td>The bidder must provide qualifications, technical expertise, and experience of all key personnel, stating their roles in the project, and provide their CVs. CVs must reflect the years of previous experience of individuals on various aspects of the routine health information system including development, management of databases, server hosting of the system. The expertise required must include Project Management, Software Development, Database Management and Server Hosting.

Project management: The bidder must provide a Project Manager with the relevant project management skills and minimum of 5 years’ experience. The bidder must provide evidence on relevant projects that have been managed by the Project Manager.
<table>
<tr><th>Project manager</th></tr>
<tr><th>Required qualification criteria</th></tr>
<tr><td>• Bachelor’s degree in management or IT related field
• Project Management Qualifications
• PM methodologies certification, e.g., Waterfall, Agile Methodologies, PMBOK, Prince2, SDLC
• Experience with the full product lifecycle with understanding of development lifecycle and various technology methodologies that support that lifecycle.</td></tr>
</table>
</td><td>10</td><td>40</td></tr>
</table>

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB-WEIGHT	WEIGHT
		• Experience managing software implementation project teams in both traditional waterfall and agile project management methodologies. • Strong planning, reporting, organisational, presentation and problem-solving skills • 5+ years' relevant experience in a PM role within an IT development environment. **Score for required qualifying criteria** — **Score** All required qualifying criteria are and with 8 + years' experience — 5 4 of the required qualifying criteria are met and with 5+ years' experience — 4 3 of the required qualifying criteria are met and with 5+ years' experience — 3 2 of the required qualifying criteria are met and with 5+ years' experience — 2 Only one required qualification/certification is met and with 5+ years' experience — 1 **Technical Core Personnel:** All technical personnel must have relevant qualifications and relevant technical expertise as outlined below and a minimum of 3 years' experience. ○ System Analysis ○ Senior PHP programming ○ JavaScript programming ○ Bootstrap programming ○ Symfony programming ○ Database Administration RDMS - MSSQL ○ Database Administration RDMS -SQLite ○ Cybersecurity ○ Server hosting **Application Developer** **Required qualification criteria** • Bachelor's degree/Diploma in Information Technology/Computer Science • 5+ years' experience in ICT field	20	

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB-WEIGHT	WEIGHT
		• Experience with in SDLC methodologies such as agile, scrum and understanding DevOps CI/CD processes CI/CD • Relevant Programming certification • SQL Server/ CSS/ HTML/ Web services/ JavaScript/ PHP /Bootstrap/ Symfony • Experience in designing and developing smart or thin client (GUI) user interfaces. **Score for required qualifying criteria** — **Score** All required qualifying criteria are met and with 8+ years' experience — 5 4 of the required qualifying criteria are met and with 5+ years' experience — 4 3 of the required qualifying criteria are met and with 5+ years' experience — 3 2 of the required qualifying criteria are met and with 5+ years' experience. — 2 Only one required qualification/certification is met and with 5+ years' experience. — 1 **Database Administrator** **Required qualification criteria:** • National Diploma in Information Technology/Information Systems, and • MS-SQL Certification • 5+ years' experience in ICT field **Score for required qualifying criteria** — **Score** Post Graduate Degree/NQF 8 or higher with MS-SQL Certification and with 8+ years 'experience — 5 Bachelor's degree/ Advanced Diploma /NQF7 with MS-SQL Certification and with 5+ years' experience — 4 National Diploma/ Advanced Certificate/ NQF6 with MS-SQL Certification and with 5+ years' experience — 3 Higher Certificate/NQF 5 with MySQL Certification and with 5+ years' experience — 2 Matric and with 5+ years' experience — 1	5 5	

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><th colspan="2">Security</th></tr>
<tr><th colspan="2">Required qualification criteria</th></tr>
<tr><td colspan="2">• National Diploma in Information Technology/Information Systems, or IT-related field
• Relevant Industry Security certifications
• 5+ years' experience in security</td></tr>
<tr><th>Score for required qualifying criteria</th><th>Score</th></tr>
<tr><td>NQF 8 and greater with relevant industry certifications and with 8+ years 'experience</td><td>5</td></tr>
<tr><td>Bachelors Degree/Advanced Diploma/NQF7 with relevant industry standard certifications and with 5+ years' experience</td><td>4</td></tr>
<tr><td>National Diploma/Advanced Certificate/NQF6 with relevant industry standard certifications and with 5+ years' experience</td><td>3</td></tr>
<tr><td>Higher Certificate/NQF 5 with relevant industry standard certifications and with 5+ years' experience</td><td>2</td></tr>
<tr><td>Matric and with 5+ years' experience</td><td>1</td></tr>
</table>
</td><td></td><td></td></tr>
<tr><td>7.3 Approach and

methodology to provide the required

services</td><td>The bidder must provide a comprehensive proposal outlining the approach and methodology to provide the following services under the following aspects which must be clearly marked. The proposal must cover the following areas:</td><td>The bidder must demonstrate how they will deliver uninterrupted quality services and value for money on their approach. Demonstration of an insight into the South African environment will be an added advantage. The proposal will be evaluated on the following criteria:
• Clarity and conciseness: The proposal is easy to understand and clearly outlines the approach and</td><td></td><td>40</td></tr>
</table>

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td>• Server Hosting, Maintenance (data to be hosted in data centers located in South Africa; hosting to cover national database)

• Data Security, Cybersecurity, Backup, Disaster Recovery and Business Continuity Plan (BCP)

• Provision of Helpdesk support

• Support management and feature enhancements.

• User Management</td><td>methodology that the bidder will use to provide the services.
• Comprehensiveness: The proposal covers all aspects of the services that are required, including the scope of work, the timeline, and the risks.
• Innovativeness: The proposal demonstrates that the bidder has a creative and innovative approach to providing the services.
• Relevance to the project: Assess whether the approach and methodology presented directly address the specific needs of the project.

Note: The bidder should indicate if any part of the services will be outsourced and provide details on the scope of the outsourced portion.

<table><tr><th>Proposal</th><th>Score</th></tr><tr><td>The proposal is excellent</td><td>5</td></tr><tr><td>The proposal is good</td><td>4</td></tr><tr><td>The proposal is acceptable</td><td>3</td></tr><tr><td>The proposal is limited</td><td>2</td></tr><tr><td>The proposal is inadequate</td><td>1</td></tr><tr><td>No project plan submitted</td><td>0</td></tr></table></td><td>8

8

8

8

8</td><td></td></tr>
<tr><td colspan="3">Total weight</td><td></td><td>100</td></tr>
<tr><td colspan="3">Minimum functionality threshold (failure to meet the minimum threshold will result to your bid not to beconsidered for further evaluation.</td><td>70</td><td></td></tr>
</table>

8. Bid pricing evaluation

8.1 Price evaluation criteria

8.1.1. Price points scoring system

In line with the PPPFA requirements, this bid will be evaluated in accordance with the followingpreferential points scoring system (please mark with "X"):

80/20 scoring system	90/10 scoring system
X	

The table below depicts the point allocation for HDI.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
Promotion of South African enterprises	2		