

**health**Department:
Health
REPUBLIC OF SOUTH AFRICA

NDOH 23/2022-2023

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER FOR HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING DISTRICT HEALTH INFORMATION SYSTEM (DHIS) FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE OF BID: 13 DECEMBER 2022 AT 11:00

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.

DATE: 30 November 2022

TIME: 11:00

VENUE: Virtual

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 387 230 250 903

Passcode: T9qsSt

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+27 21 821 4912, 217658678#](#) South Africa, Cape Town

Phone Conference ID: 217 658 678#

[Find a local number](#) | [Reset PIN](#)

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH					
BID NUMBER:	NDOH 23/2022-2023	CLOSING DATE:	13 December 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING DISTRICT HEALTH INFORMATION SYSTEM (DHIS) FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 1112 VOORTREKKER ROAD, PRETORIA TOWNLANDS 351-JR, PRETORIA					
SUPPLY CHAIN MANAGEMENT NDOH TENDER BOX					
GROUND FLOOR – BLOCK A					
NATIONAL DEPARTMENT OF HEALTH					
DR AB XUMA BUILDING					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid number... NDOH 23/2022-2023
Closing Time 11:00	Closing date... 13 December 2022

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

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

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

*Delete if not applicable

SBD 3.2**PRICE ADJUSTMENTS****A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

SBD 3.2**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

SBD4**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.

SBD4

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.

SBD4

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

SBD 5

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 Elias 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 Closing date:.....

Name of bidder.....

Postal address
.....

Signature..... Name (in print).....

Date.....

Js475wc

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

Bidder's Signature: _____

Date: Page 3 of 5

Page 15 of 52

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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

NDOH 23/2022-2023

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER FOR HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE EXISTING DISTRICT HEALTH INFORMATION SYSTEM (DHIS) FOR THE NATIONAL DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (3) YEARS

Table of Contents

1.	Introduction.....	3
2.	Background	3
3.	Overview of DHIS2-related Information Systems	5
3.1	General	5
3.2	National Data Dictionary.....	6
3.3	National Integrated webDHIS instance	6
3.4	National Quarterly Performance Reporting instance	7
3.5	ART and TB Quarterly data.....	7
3.6	Integrated School Health Programme (ISHP) instance	7
3.7	Rapid Internal Performance Data Audit (RIPDA) instance	7
3.8	Malaria instance	8
3.9	Patient Experience of Care instance	8
4.	Scope of work.....	8
4.1	Support the WebDHIS through.....	8
5.	Support health information system reporting and data use	9
5.1	Data Management.....	9
5.2	Data Quality Improvement.....	9
5.3	Data Analytics	9
5.4	Hosting.....	10
5.5	Capacity Building	10
6.	Management, monitoring and evaluation and reporting	11
6.1	Management	11
6.2	Monitoring	11
6.3	Reporting.....	11
6.4	Data Governance	11
7.	Bid Evaluation Criteria	12
7.1.	Due diligence	12
7.2.	Bid evaluation Stages.....	12
7.3	Mandatory requirements.....	12
	Compulsory Briefing Session	13
8.	Bid scoring guidelines	14
9.	Bid Functionality evaluation criteria	15
10.	Bid pricing evaluation	19
10.1	Price evaluation criteria	19
10.1.1	Price points scoring system.....	19
10.1.2	Bid exchange rate conditions	20
10.2	Pricing for three (3) years	21
10.3	Pricing for technical support and enhancements	21

1. Introduction

The National Department of Health (NDoH) calls for competitive bids for the appointment of a service provider to manage and maintain the South African District Health Information System (webDHIS) for a period of three years.

2. Background

The National Department of Health (NDoH) is required in terms of the National Health Act (Act 61 of 2003) to facilitate and coordinate the establishment, implementation and maintenance of the information systems by provincial departments, district health councils, municipalities and the private health sector at national, provincial and local levels in order to create a comprehensive national health information system. One such system is the District Health Management Information System (DHMIS), which is a system for deriving a combination of health statistics from various sources, mainly from routine information system used in the public sector to track health service delivery in sub-districts, districts, provinces and nationally. DHIS is an integrated aggregated service delivery information system used at facility, district, province and national to monitor health sector performance and also meet regular statutory reporting requirements.

Section 40(1)(a) of the Public Finance Management Act (Act 1 of 1999) (PFMA) relating to the accounting officers' reporting responsibilities states that the accounting officer for a department must keep full and proper records of the financial affairs of the department in accordance with any prescribed norms and standards. In terms of section 15(2)(b) of the Public Audit Act (Act 25 of 2004), in order to comply with applicable legislated auditing and tabling deadlines in the PFMA, the health departments (Provincial and National) should adhere to the requirement that all documentation and information in support of the annual performance report must be available on request and be retrievable within a reasonable time. This will allow adequate time for conducting the audit in accordance with the relevant auditing standards.

The use of DHIS for routine health management in South Africa started in 2000. Between 2011 and 2014, the District Health Information System 1.4 (DHIS1.4) software was customised to meet South African Health Information System (HIS) requirements for routine data management.

Between 2014 and 2017 South Africa prepared for and initiated a transition of the DHIS1.4 routine health information system to a web-based version (DHIS2). The webDHIS transition supported the re-engineering of systems and processes to meet the demands of a web-based system. The webDHIS transition involved an extensive capacity building for various categories of health care workers including data capturers, information officers, Programme Managers as well as the technical staff. Capacity building was prioritised to ensure that adequate capacity and skills are developed on data management and information use for decision-making. In addition, the development and strengthening of data management tools, Standard Operating Procedures (SOPs), and data quality monitoring and feedback support were also undertaken.

Between 2017 and 2020, the National Department of Health continued the webDHIS transition, institutionalising the skills to use the system and data within the sector. Other activities included further integration of various information systems into webDHIS (such as the TIER.Net and EDRWeb data), expanding the functionality of information systems. This was done primarily to improve the use of information, supporting NDoH programmes to realise sustainable information management practices, and providing webDHIS hosting to meet best practice standards.

Since 2020, the focus has been on webDHIS hosting, maintenance, and configuration of the system, to cater particularly for National Indicator Data Set (NIDS) revisions, changes in the municipal demarcation as well as capacity building for all DHIS users. During this period, automation of data processing and synchronisation of Provincial and National data files and custom software development for the South African environment were undertaken. Health Analytics dashboards were also developed for NDoH Programmes, management and decision-making.

DHIS2 is an open source, web-based platform most commonly used as a health management information system (HMIS). In this regard, the NDoH has a non-exclusive license to use the DHIS software modules. The District Health Management Information System Policy serves as an overarching policy for the use of DHIS together with the relevant Standard Operating Procedures (SOPs).

3. Overview of DHIS2-related Information Systems

This section covers an overview of the existing webDHIS information system landscape.

3.1 General

The webDHIS system used in South Africa has multiple instances, and each has an organisation hierarchy where the names of all public health facilities are captured according to the following hierarchy: province, district, sub-district, health facility, and reporting unit within or under a health facility. The hierarchy is continually aligned with the Master Health Facility List (MHFL). A DHIS instance consists of the DHIS database, a PostgreSQL database, and the DHIS2 application front-end which is web-based. Each instance is hosted on a server with the database server and one or more web servers accessible through a URL.

The webDHIS hosting environment is scalable and continues to implement appropriate cybersecurity standards. Each webDHIS instance provides appropriate data capturing, quality checks, and reporting through dashboards. The reporting components provide data per facility and aggregated reports that summarise data according to the facility level hierarchy. The dashboards 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). Other important reporting filters include 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 are specific to each instance. The system also provides offline data entry via the web or mobile interfaces. Appropriate user guides and SOPs are maintained to support users and govern how the system should be used. In addition to the National

instance, nine Provincial webDHIS instances are used in provinces to capture and manage webDHIS data. The webDHIS instances are:

3.2 National Data Dictionary

The National Department of Health Data Dictionary provides a reference point for selected health information standards to support health care activities within South Africa. It has been developed to support the District Health Management Information Systems (DHMIS) policy in South Africa, and specifically to facilitate data exchange between electronic systems used to support the DHMIS policy. The Data Dictionary provides the most up-to-date version of data set specifications (specifically, data elements, indicators, and data validation rules) and the organisational unit hierarchies. The Data Dictionary is aligned to the Master Health Facility List. The Master Health facility List is a complete, up-to-date, authoritative list of all the health establishments in the country.

The Master Facility List includes the data needed to accurately identify each facility, such as facility name, unique facility identifier, location, and contact information, as well as administrative data to categorise the facility, such as facility type, ownership, and operational status. These elements define the signature domain and makes the health facility unique.

3.3 National Integrated webDHIS instance

The National webDHIS instance is available at the NDoH level. It contains data for all nine Provinces and data from various other National instances which collect NIDS data elements. Once the instance is available, data exchange mechanisms are defined and run regularly to populate the National webDHIS database. The National DHIS instance is not a transactional system that captures data directly. Instead, other webDHIS instances and other Health Information Systems synchronise data values for data elements into this instance based on the approved data-flow policy.

3.4 National Quarterly Performance Reporting instance

The National Department of Health is responsible for quarterly and annual reporting of performance information to the Department of Planning, Monitoring and Evaluation (DPME) on Quarterly Performance Indicators per Health Programme against the Annual Performance Plan (APP), the Medium-Term Strategic Framework and the Presidential Health Compact. This covers routine health data and qualitative data, which requires supporting evidence which is captured through the National Quarterly Reporting System (NQRS). The NQRS aims to create a platform where quarterly performance is reported against quarterly and annual targets and documentary evidence is uploaded to substantiate the reported performance achievement. The system aims to improve reporting efficiency and allow easy access to evidence against the health sector's quarterly and annual reports.

3.5 ART and TB Quarterly data

All provinces use the ART Quarterly instance to import data from TIER.Net for standardised reporting of aggregated ART data at all levels. In the case of DR-TB data, the source reports are generated by the districts after receiving the export file from the officer responsible for importing DR-TB data into webDHIS.

3.6 Integrated School Health Programme (ISHP) instance

The National Department of Health, jointly with the National Department of Basic Education (DBE) and the Department of Social Development, initiated the Integrated School Health Program (ISHP). The ISHP is primarily designed to determine targets for implementing targeted interventions for school-going children.

3.7 Rapid Internal Performance Data Audit (RIPDA) instance

The District Health Management Information Systems (DHMIS) Policy requires quarterly reviews of health programme data to be conducted, and appropriate remedial interventions to improve data quality. In addition, all health facilities are required to prepare monthly data reconciliation between source documents and the databases into which they are captured. This ensures that data used for planning and decision-making complies to data standards and this is a requirement by the Auditor-General South Africa (AGSA). Rapid Internal Performance Data Audit (RIPDA) is either conducted by NDoH, Provinces, Districts or health facilities to enhance data

quality and feedback at all levels. RIPDA is used for internal auditing purposes of performance information and mimics the AGSA audit process which allows provinces to ensure adequate internal controls.

3.8 Malaria instance

The Malaria instance is a webDHIS tracker instance which works in conjunction with other Integrated Disease Surveillance and Response (IDSR) reporting in the country. It is used mostly in Malaria endemic provinces but other provinces also report Malaria cases into the system. Specific synchronisation processes are in place to synchronise directional Malaria cases between the Malaria Information System and the National Institute for Communicable Diseases (NICD) system, which also contains laboratory-confirmed Malaria cases, allowing for de-duplication, triangulation and resolving of discrepancies.

3.9 Patient Experience of Care instance

As part of monitoring the quality of services provided by the Department of Health, there is an expectation that patients' experience at health facilities be assessed annually using the Patient Experience of Care (PEC) surveys. The purpose of the PEC tool is to provide a vehicle for the capture, analysis and reporting of PEC surveys conducted at health facilities in the country.

4. Scope of work

The NDoH will appoint a service provider to render the following services: hosting, maintenance, customisation and enhancements, updates, linkages and support of the existing District Health Information System for the National Department of Health for a period of three (3) years. The scope of work is further defined below:

4.1 Support the WebDHIS through

4.1.1 Database development and configuration

This sub-objective supports the development of specific webDHIS databases to meet evolving NDoH needs. Deliverables include developing a functional webDHIS database piloted and adapted with training materials.

4.1.2 Software enhancements

Support the enhancement of the webDHIS software or reporting requirements to meet the specific needs of the South African environment.

4.1.3 Policy Guidelines and other HIS resources

The District Health Information System is implemented in accordance with the District Health Management Information Systems (DHMIS) Policy and the relevant Standard Operating Procedures (SOPs) to adhere to defined data flow as stipulated for the various reports including Monthly, Quarterly and Annual Reports. The Policies and SOPs seek to achieve standardisation in data collection, capturing, collation, storage, analysis and transmission of data to various levels of the health system.

5. Support health information system reporting and data use

5.1 Data Management

The NDOH requires critical data to manage health service delivery and perform the Monitoring and Evaluation (M&E) activities. For this reason, the service provider must manage the District Health Information System and ensure availability of routine performance data for monthly, quarterly as well as the annual reporting requirements as defined in the departmental and DPME guidelines. The integrity of the database must be maintained, and regular version testing and upgrading conducted to enhance data output.

5.2 Data Quality Improvement

The service provider will be required to produce monthly Data Quality reports in line with the Departmental Data Quality Improvement initiatives. The service provider will also provide capacity building to the Departmental staff to generate these Data Quality reports to facilitate data quality improvement throughout the system.

5.3 Data Analytics

The DHIS2 software platform has a number of built-in features and tools to support data analysis and data management. The service provide will be required to enhance and customise appropriate analytics for use in the webDHIS for the South African environment. The reporting services layer will need to pull data from multiple systems into a Business Analytics tool to render advanced data analytics for webDHIS.

5.4 Hosting

The service provider will be expected to provide a secure and reliable hosting platform for webDHIS 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 utilise data to improve health outcomes effectively. The service provider must also ensure that cybersecurity practices are followed and the webDHIS 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 and application. The bid proposal must include an approach for Business Continuity for webDHIS and define the backup and disaster recovery mechanisms.

Data integrity is also of paramount importance and in this regard, webDHIS databases must be protected against data degradation. The webDHIS must meet and maintain specific requirements in the following areas:

- Information/data security to allow for changes in technology and business needs,
- Authentication
- WebDHIS Change Control
- User Management, Role Management and Change Requests as well as User Permission
- A complete audit trail of all activities by users as well as system administrators and operations using log reports.

5.5 Capacity Building

The proposal must provide a detailed approach for capacity building for National, Provincial, District and Facility levels to ensure optimum functionality of the system, high quality data and data utilization. Capacity Building should cater for all user groups including data capturers, facility managers, programme managers, data managers and analysts, database administrators, network and infrastructure administration. In addition, capacity building must also cater for data analysis and reporting as well as data quality monitoring and interventions, data reviews and use of internal audit tools as well as monthly reconciliation.

6. Management, monitoring and evaluation and reporting

6.1 Management

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

6.2 Monitoring

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

6.3 Reporting

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

6.4 Data Governance

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

7. Bid Evaluation Criteria

7.1. 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 previous DHIS support capacity requirements as set out in the scope of work.

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

7.2. 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: BBBEE evaluation

7.3 Mandatory requirements

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

- 7.3.1 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.
- 7.3.2 A resolution** authorising a particular person to sign the bid documents. The letter should be in the letterhead of the company where applicable.

7.3.3 Proof of attendance of the **Compulsory Briefing Session**

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.

DATE: 30 November 2022

TIME: 11:00

VENUE: Virtual

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 387 230 250 903

Passcode: T9qsSt

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+27 21 821 4912,,217658678#](#) South Africa, Cape Town

Phone Conference ID: 217 658 678#

[Find a local number](#) | [Reset PIN](#)

7.3.4 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 copy of a valid certificate or membership card indicating clearly:

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

7.3.5 Submission of complete bid documents

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

7.3.6 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 Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). 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. Any change/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 any way.

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 certificates and 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 must be clearly indicated on the package.

All three sets of bid documents must be submitted before or on the closing 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.

8. 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

9. Bid Functionality evaluation criteria

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB-WEIGHT	WEIGHT
9.1 Experience	The bidder must demonstrate a minimum of five (5) years knowledge and experience in the development and management of health information systems databases at national and subnational level	<p>A bidder must provide a comprehensive description of experience and track record in implementing district health information system at a national and/or sub-national level. Demonstration of an insight into the South African environment will be an added advantage.</p> <p>The experience and track record must be corroborated by letters of affirmation (at least 2 reference letters are required). Each letter must be dated, signed and must be on a Government or Funding Partner letterhead and indicate the following:</p> <ul style="list-style-type: none"> (a) Customer Company name and physical address; (b) Customer contact person's name, telephone number and email address; (c) Project or Service, scope of work (clearly outlining projects developed for routine health information systems (DHIS)); (d) Project cost; (e) Project Start and End Date; 		25

9.2 Key personnel	<p>The bidder must have key management, professional and technical personnel with emphasis on the skills and experience in technical areas comparable to the project:</p> <ul style="list-style-type: none"> • Management: Team Leader (must have at least a post-graduate qualification in Health Informatics) • Professional: Project Manager • Technical: Data Managers, Data Engineers <p>The following skills that must be demonstrated among the team members:</p> <ul style="list-style-type: none"> • Java, JavaScript and HTML development • Server hosting specific for Linux hosted systems, Cybersecurity, Advanced Analytics, Capacity Building 	<p>Bidder to provide qualifications of all key management, professional and technical personnel, stating their roles in the project, technical expertise and provide their CVs). CVs must amongst other reflect the years of previous experience of individuals various aspect of the DHIS including development, management of DHIS databases and health information systems and ability to train NDoH internal staff on DHIS database, data analysis and report generation. There must be evidence of at least one member of the team, Team leader or Project Manager who has a qualification in Public Health.</p>	<p>10</p> <p>10</p> <p>10</p>	<p>30</p>
--------------------------	---	---	-------------------------------	------------------

9.3 Approach and methodology to provide the required services	<p>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:</p> <ul style="list-style-type: none"> • Server Hosting, Server Maintenance (webDHIS to be hosted in data centres located in the Republic of South Africa; Hosting to cover national instance, and 9 provincial instances) • Data Security, Cybersecurity, Backup, Disaster Recovery and Business Continuity Plan (BCP) • Provision of user 'Helpdesk' support • Configuration Management and Feature enhancements • User Management 	<p>Proposal of approach and methodology to be followed under this bid response.</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	<p>25</p>
--	--	---	--	------------------

9.4 National and Provincial footprint	The bidder must demonstrate existing and adequate capacity to provide webDHIS support directly at the various levels of care (national and sub-national levels).	Description of the distribution of existing human resources that have been included in this bid to support the various levels of care (i.e., national, provincial, district and facilities)	10	20
		Description of the skills transfer and or capacity building approach that will be used to promote local capacity at the different levels of care and ensure sustainability.	10	
Total weight				100
Minimum functionality threshold (failure to meet the minimum threshold will result to your bid not to be considered for further evaluation.			70	

10. Bid pricing evaluation

10.1 Price evaluation criteria

10.1.1 Price points scoring system

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

80/20 scoring system	90/10 scoring system
X	

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

B-BBEE status level of contributor	Procurement up to R50 000 000 (all taxes incl.) Number of points (20/80 system)	Procurement above R50 000 000 (all taxes incl.) Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

10.1.2 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.
- Bidder must complete the pricing as per table below.
- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

10.2 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	2 500 000.00	2 500 000.00	2 500 000.00	7 500 000.00
5.	SUBTOTAL (VAT Excl.)				
6.	15% VAT				
7.	BID TOTAL (VAT Incl.)				

10.3 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
Management	
Project Management/Team Lead level	
Developer	
Analyst	