LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	**HEDP/012/22/23**	CLOSING DATE:	**23 JANUARY 2023**	CLOSING TIME:	**11:00**
DESCRIPTION	PROVISION,CUSTOMISATION,INTERFACING/INTEGRATION,TESTING,COMMISSIONING, PILOTING AND ROLLOUT OF A HEALTHCARE INFORMATION ELECTRONIC DATA INTERCHANGE OR EXCHANGE FACILITY AND SERVICE BETWEEN THE LIMPOPO PROVINCIAL HEALTH INFORMATION SYSTEM AND MEDICAL AID SCHEMES				

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

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Motene NM / Ms Simango**	CONTACT PERSON	Ms. Mukona M / Mr. Maffa K
TELEPHONE NUMBER	**015 293 6350 / 6347/ 6352** **063 692 9368 / 071 861 9937**	TELEPHONE NUMBER	(015) 293 6266 / (015) 293 6573 072 182 4834
E-MAIL ADDRESS	Ntlama.Maphahlele@dhsd.limpopo.gov.za **Tintswalo.simango@dhsd.limpopo.gov.za**	E-MAIL ADDRESS	**Mashudu.Mukona@dhsd.limpopo.gov.za** **Khomotso.Maffa@dhsd.limpopo.gov.za**

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN BIDDERS

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

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

SBD1

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 DEPARTMENTAL PREFERENTIAL PROCUREMENT POLICY OF 2022**, 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 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 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder……	Bid number……....
Closing Time 11:00	Closing date……...

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)

- Required by: …….
- At: …….

  ……
- Brand and model …….
- Country of origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….

  *Delivery: Firm/not firm
- Delivery basis ……

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

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

*Delete if not applicable

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.

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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).

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	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) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

3 POINTS AWARDED FOR PRICE

3.4 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.4 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

5 BID DECLARATION

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

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

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

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

7 SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.4.1 If yes, indicate:

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 last 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		

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

8.4 Name of company/firm:……..

8.5 VAT registration number:……

8.6 Company registration number:…….

8.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.9 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional bidder
- □ Other bidders, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

8.11 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: …….. …….. ……..

SBD 4

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 Bidders, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

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

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

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

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

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:

……
……

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.

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 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

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.

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 an 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.

(d) Multiple bidders 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 bidders in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst bidders 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 bidders.

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

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.

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is_____% black owned;
- The enterprise is_____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date:_____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAFIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is_____% black owned;
- The enterprise is_____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one)_____of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**

100% black owned	**Level One** (135% B-BBEE procurement recognition	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or bidders in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date:_____

Commissioner of Oaths
Signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1.Definitions	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 anything 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 subsidised 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 recognised 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 Bid Bulletin. The Government Bid 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 analysed 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 bidders 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 fulfilment 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 authorised 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 these 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 cancelling 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 to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and 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, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.

	23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition 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 bidders or person prohibited from doing business with the public sector. 23.7 If a court of law convicts a person on an offence as contemplated in section 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 Bid 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 5 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's web-site.
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 wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
29. Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP012/22/23:PROVISION,CUSTOMISATION,INTERFACING/INTEGRATION,TESTING,COMMISSIONING, PILOTING AND ROLLOUT OF A HEALTHCARE INFORMATION ELECTRONIC DATA INTERCHANGE OR EXCHANGE FACILITY AND PATIENT VERIFICATION SYSTEM AND SERVICE BETWEEN THE LIMPOPO PROVINCIAL HEALTH INFORMATION SYSTEM AND MEDICAL AID SCHEMES

CONTENT

1. BACKGROUND

A Provincial Health Information System **(PHIS)** is installed in 41 hospitals, The Department is in the process of replacing it with Central Health Information System **(CHIS)**.The Department has since 2016 moved from manual to electronic submissions of medical aid claims. Current Patient Verification system (PVS) also performs patient verification through patient Identity Document number.

The PVS currently does not perform foreign national's verifications. The prospective bidders should provide a solution to such.

2. INTRODUCTION

2.1. The Department of Health in the Limpopo Province, hereinafter referred to as the LDoH, hereby requires a facility for:

2.1.1. The electronic submission of medical aid claims by its healthcare facilities (presently 41 in number, where a health information system called Medicom and recently rebranded Enterprise Manager by Computer Sciences Corporation has been installed and is operative) for payment of patient fees by medical aid schemes for patients having a medical aid cover Verification of ICD10 codes that are contained within a bill at the time of the submission to validate the codes and items of the claim before submission to medical aid schemes.

2.1.2. Payments through electronic means by medical aid schemes in respect of medical aid claims so submitted and electronic submission of remittance advices or proofs of payment of medical aid claims by medical aids to the healthcare facilities.

2.1.3. The electronic remittance advice issued must be reconciled against the patient bill

2.1.4. Verification of a patient (citizens and non-citizens of RSA) having medical aid covers during patient administration processes in the healthcare facility in an online real time manner.

2.1.5. Verification of patients (citizens and non-citizens of RSA) without medical aid cover during consultation or treatment in a healthcare facility regarding their employment and/or other means of subsistence to reduce chances of evasion by patients of appropriate healthcare service charges and subsequent due payments.

3. BID STRUCTURE

3.1. The Bidder will be contracted for five (5) years. Bidders should submit price structure as per pricing schedule.

4. SCOPE OF WORK

4.1. **This bid specification states the medical aid switching or healthcare information electronic data interchange or exchange facility and service requirements of the Limpopo Department of Health.** With this bid, the Limpopo Department of Health would like to:

4.1.1. Increase by an order of magnitude the operational efficiency of revenue collection of its healthcare facilities by improving the current electronic process of submission of medical aid claims by each of the healthcare facilities to individual medical aid scheme bodies.

4.1.2. Electronic medical aid claims submission process to a single entity who in turn will electronically liaise with medical aid scheme bodies. This entity will thus provide a single integrated interface between the healthcare facilities and the medical aid bodies or schemes;

4.1.3. Consolidate and reduce the operational cost of monitoring and tracking submitted medical claims and subsequent payments by medical aid schemes;

4.1.4. Reduce the turnaround time between the date a medical aid claim is submitted by a healthcare facility to a medical aid body or scheme and the date a payment is effected by a medical aid body or scheme and received by a healthcare facility or the LDoH from weeks (and even months in some cases) to days in order to improve revenue collection efficiency and effectiveness;

4.1.5. Provide real time means of validating the membership of a medical aid of a patient at the time of admission into a healthcare facility or within a reasonable time after admission or during consultation as an inpatient;

4.1.6. Verification of ICD10 codes that are contained within a bill at the time of the submission to validate the codes and items of the claim before submission to medical aid schemes.

4.1.7. Provide real-time means of validating incomes or lack thereof of patients who are not covered by a medical aid using their employment or credit histories, pension fund or provident fund memberships, pension fund annuitant statii, retirement annuity fund memberships or annuitant stattii, cellular telephony subscription stattii, etc., at the time of admission into a healthcare facility or within a reasonable time after admission or during consultation as an outpatient;

4.1.8. Interface, using the South African Standard Message MEDCLM Medical Aid Claims Message issued by the Private Healthcare Information Standards Committee (PHISC), a copy of which is annexed hereto as Annexure B, with the Enterprise Manager (Medicom) application version 5.10 currently in use in the 40 healthcare facilities. The PHISC MEDCLM standard is derived from or based or modelled on the United Nations Electronic Data Interchange for Administration, Commerce and Transport (UN/EDIFACT). A further optional but preferred requirement is also an interface, using the International Standards Organisation (ISO) Health Level 7 (HL7) standards; for example 27931:2009 HL7 version 2.5 or 2.7 Application Protocol for Electronic Data Interchange in Healthcare Environments and/or version 3 and ISO HL7 27932:2009 Data Exchange Standards for Clinical Document Architecture Release 2 for submission of mainly clinical information in support of medical claims. The Enterprise Manager application has an “HL7 Interface Engine”, a copy of the specification of which is annexed hereto as Annexure C. This Enterprise Manager application will be upgraded from version 5.10 to 12.x during the next two financial years beginning in April 2016 and ending in March 2018 by migrating from a decentralised server distributed model

to a centralised server model. Prospective bidders need to take this upgrade plan into account to avoid having to redo or retrofit the interface/s as a subsequent request for funding such a redoing or retrofitting exercise will not be entertained. A bidder is at liberty to obtain detailed or additional information from South Africa at own cost regarding the Enterprise Manager or UN/EDIFACT conformance specification or “HL7 Interface Engine” module specification;

4.1.9. Reduce patient or guarantor deliberate or inadvertent misrepresentation incidences and thereby enhance fraud prevention and detection capabilities of healthcare facilities;

4.1.10. Reduce bad debt potential and eliminate a need for write-offs;

4.1.11. Improve healthcare facility patient account management and thus make a contribution towards the attainment of clean audit outcomes by the LDoH; and to Allow, through data, pattern and trend analyses, early identification of delays, bottlenecks and potential problem issues regarding medical aid claims payment approval lead times or durations, claim rebuttals, and payments or non-payments.

4.1.12. The Solution should be able to provide reports e.g. (Medical Aid bills: Submitted, Rejected and Resubmitted).

NB:

a) A bidder should clearly document in their response on how the objectives stated above can be achieved using their hardware or software and/or service offerings.

5. **DEFINITIONS**

5.1.	*"***Acceptable Bid***"* - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
5.2.	"**Administrative Requirements**" – This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
5.3.	"**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 services or goods.
5.4.	"**Bidder Agent**" **-** means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
5.5.	*"***Bidders***" -"* - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
5.6.	"**Client***"* - means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
5.7.	"**Comparative Price**" - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
5.8.	"**Consortium**" - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
5.9.	"**Department**" means the Limpopo Department of Health (LDoH)
5.10.	"**Disability**" - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
5.11.	"**Firm Price**" - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

5.12.	"**Goods**" – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health's delegate by the successful Bidder in terms of this bid.
5.13.	"**Internal Collaboration**" **-** means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
5.14.	"**Joint Ownership**" - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
5.15.	"**Joint Venture**" **- (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
5.16.	"**Licences**" - means conditional use of another party's intellectual property rights.
5.17.	"**Management**" - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
5.18.	"**Non-firm Price(s)**" - means all price(s) other than "firm" price(s).
5.19.	"**Organ of State**" - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
5.20.	"**Person(s)**" - refers to a natural and/or juristic person(s).
5.21.	"**Prime Bidder**" – means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
5.22.	"**Rand Value**" - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
5.23.	"**SMME**" **–** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
5.24.	"**Sub-contracting**" - means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

5.25.	"**Successful Bidder**" - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
5.26.	"**Trust**" **-** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
5.27.	"**Trustee**" **-** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
5.28.	(PVS) - Patient Verification system
5.29.	PHIS – Provincial Health Information System
5.30.	CHIS – Central Health Information System
5.31.	Patient (citizens and non-citizens of RSA)
5.32.	RSA – Republic of South Africa
5.33.	VPN – Virtual Private Network
5.34.	SITA – State Information Technology Agency

6. CURRENT TECHNOLOGY SET UP:HARDWARE, SOFTWARE AND NETWORK CONNECTIVITY

6.1 A Enterprise Manager or Medicom version 5.10 application is installed at each of the 41 healthcare. Each installation consists in general of an Oracle Application Server 10g, an Oracle Database Server 9i, and an Oracle Report Server 8i. The application server and the database server each run on a Red Hat Linux version 4.2.0 operating system, whereas the report server runs on a Microsoft Windows Server 2003 operating system. The server hardware consists of Hewlett Packard makes DL380 GEN 5 & below**. Some servers are equipped with a mass storage array (MSA).**

6.2 Personal computers running Microsoft Windows 7 operating system (and with a few exceptions still running Windows XP) are linked to the servers in a local area network equipped with Cisco switches.

6.3 The typical local area network (LAN) backbone in a healthcare facility is generally 10Mbps, with one or two exceptions, where the bandwidth is 20Mbps/second. With the exception of one or two healthcare facilities, the healthcare facilities lack a proper campus area network.

6.4 Each healthcare facility LAN is connected to a SITA wide area network via a Cisco router using in general a 70Mbps on a VPN.

6.5 A Telkom voice over Internet Protocol application runs in some of the healthcare facilities and in the head office campus of the LDoH.

7. FUNCTIONAL COMPLETENESS OF THE REQUIRED SOLUTION

7.1 Notwithstanding shortcomings and/or inconsistencies, if any, in this bid specification, which is only a minimum specification, a service provider shall make provision for a complete and fully functional electronic data interchange or exchange facility and service solution that delivers the required functionality cost-effectively and efficiently.

7.2 The service provider shall be responsible for the provisioning and commissioning of the entire solution, regardless of the fact that the bidder's products might need to interface or integrate with products of other suppliers of the LDoH such as SITA and Enterprise Manager service provider.

7.3 The service provider shall bear the responsibility for, and the cost of, the bidirectional interface of the electronic data interchange or exchange facility with the current Enterprise Manager / Medicom or appointed service provider.

7.4 The service provider shall undertake a due diligence exercise and perform an analysis of the current healthcare facility electronic workflow processes for admission, billing and revenue collection as well as at LDoH head office, and issue an analysis report with graphic workflow process depictions accompanied by a report with processes that will either replace the manual processes or enhance the electronic processes.

7.5 Should the service provider be unsuccessful in commissioning and rolling out the required electronic data interchange or exchange facility interface or integration and within the contracted or agreed timeframe, a replacement system or facility will be sought subsequently by the LDoH, and the bidder shall bear the full costs of this replacement system or facility.

NB: All functional items from number 7.1 to 7.5 must be able to interface with any subsequent changes to Patient Administration system (e.g. CHIS) without additional cost.

8. PRIME CONTRACTOR RESPONSIBILITIES

8.1 In the event of a consortium bid, a prime contractor is required to take charge of the entire project and to provide a single interface between the bidder and the LDoH. Therefore in the event of a consortium bid, one of the bidders should be designated as the prime contractor. The prime contractor shall assume total responsibility for the implementation and support of the electronic data interchange or exchange facility and service solution proposal, regardless of any sub-contracting agreements entered into by and amongst the consortium parties and regardless of any agreements entered into by any of the consortium parties with a third party outside the consortium.

8.2 The LDoH shall have the right to have insight at any time into any agreement or contract entered into by the consortium amongst themselves and with third parties to safeguard its interests relating to this bid. It should be indicated expressly whether such access will be granted or not.

9. CONTRACTUAL IMPLICATIONS

9.1 After this bid is awarded, this bid, together with its terms, conditions and specifications, and the bid response, will constitute a binding contract between the LDoH and the successful bidder.

9.2 The successful bidder will be required to enter into a formal written agreement or contract with the LDoH, an agreement or contract that shall be based on this bid specification, the award letter, and the letter of acceptance.

9.3 The contract or agreement or any part thereof shall not be subcontracted or sublet by the bidder to any other party without the prior written consent of the Accounting Officer of the LDoH after the bid has been awarded. In the event of any sub-contracting, the bidder shall bear full responsibility for the quality of work carried out by a sub-contractor, for the quality of products used by the sub-contractor, and for on LDoH premises activities of the sub-contractor.

9.4 The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the LDoH.

9.5 The LDoH reserves the right to amend any standard contracts or agreements of the bidder which may apply during the tenure of the contract referred to in 9.1 above. A sample of every such contract or agreement must be included in the bid.

9.6 Variations and amendments to the contract or agreement shall be valid only if they are done in writing and by mutual consent.

9.7 Any contract or agreement between the LDoH and the successful bidder shall be governed by the laws of the Republic of South Africa in the absence of any equivalent or applicable laws enacted by the Limpopo Provincial Legislature.

9.8 It will be expected of the bidder to have a functional and operational contact centre that

will provide means of healthcare facility complaints resolutions and tracking of complaints remediation progress.

10. SKILLS TRANSFER AND CLIENT STAFF SKILLS UPLIFTMENT

10.1 It is a condition of this bid that a bidder must transfer technical and operational skills and know-how to LDoH staff to enable them to render an effective and efficient support service to addressing complaints lodged by healthcare facilities. Describe your strategy for achieving this goal and the time frame in which this will be done.

10.2 Please furnish proof of your track record in empowering a client's staff, especially previously disadvantaged individuals, in projects you have engaged within South Africa. Please provide contact details of these clients and individuals in Annexure A.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Copyright to all inventions and innovations developed using the products and methodologies offered by the bidder shall be vested in the LDoH in particular and in the State in general. Copyright, patent rights and all similar rights in any works or products created as a result of the execution of this bid and its assignments shall vest in and are hereby transferred to the LDoH, unless the contrary is agreed to in the form of individual written agreements signed by the bidder and the Accounting Officer of the LDoH or his/her delegate. For this purpose all works created in terms of this bid and its assignments shall be deemed to have been created under the direction and control of the LDoH.

11.2 All data, data structures, forms and report formats designed or generated from scratch in the provision of this electronic data interchange service shall become the sole and exclusive property of the State immediately upon acceptance of the service or service component.

12. ELECTRONIC DATA INTERCHANGE OR EXCHANGE FACILITY AND SERVICE SUPPORT

12.1. Software maintenance, technical support and operational support shall be provided for the duration of the contract or agreement between the successful bidder and the LDoH.

12.2. It is expected that the bidder shall have in place a functional service desk that operates on 24 x 7 x 365 basis and that is equipped with a toll-free telephone number.

12.3. A service call must be responded to within 15 minutes after a service call has been lodged. All service calls shall be registered by the bidder and each call shall be provided with a unique call reference number. A toll-free telephone number for service call logging must be provided.

12.4. Service problems that have not been remedied within 2 hours of the service call being logged for the first time shall be escalated to a higher level of client management.

12.5. If after 8 hours of the initial logging of the service call a problem has not been remedied, the bidder shall provide at own expense alternative arrangements for the LDoH to be operational.

12.6. In the event that a warranty obligation is to be performed by a third party, this shall in no way diminish the obligations of the bidder under this bid and any such costs will be borne

by the bidder.

12.7 The bidder shall upon request provide incident logged report to the Department.

13. **DEMONSTRATIONS AND PRESENTATIONS**

13.1 After the bid closing date, the LDoH may call shortlisted bidders for presentations and demonstrations of the electronic data interchange service solution proposals. A bidder should be prepared to do so at a venue that is convenient to the LDoH depicting a live environment. All costs involved in the presentation or demonstration shall be borne by the bidder.

14. LICENCES

14.1 Any licences that may be required to access or interface with the electronic data interchange or exchange facility shall be detailed by the bidder. The bidder shall indicate whether he/she is duly licensed to provide such service.

15. **PROTECTION OF GOVERNMENT INFORMATION**

15.1 The bidder hereby agrees and undertakes to abide by and to adhere to government legislation, regulations and directives dealing with the protection of government information as if such legislation, regulations and directives are applicable to the bidder, and that all reasonable steps shall be taken to ensure that persons under the management of the bidder who will be engaged in the fulfilment of the bidder's contractual obligations are aware of these statutory requirements, and that these statutory stipulations will continue to apply to them even after termination of the contract or agreement or termination of their services with the bidder. Legal proceedings will be instituted against the bidder or their employees or agents or contractors or their former employees, agents or contractors in the event of a violation of this clause, jointly or severally.

15.2 The entity will be vetted as well as its staff, contractors, agents and their associates, and the cooperation and facilitation of the bidder in this regard is a condition of this bid. The bidder will be liable for any vetting related cost.

16. **PROJECT MANAGEMENT**

16.1 The bidder is required to provide the LDoH with a comprehensive project implementation plan and schedule which shall indicate the project commencement and completion dates, duration, activities, milestones, deliverables, human resources, budget and risks. A project schedule shall not be mistaken for a project plan!

16.2 The bidder shall assign a project manager to manage the project ensuing from the award of this bid as well as to manage the multi-disciplinary and multi-stakeholder project team that will be responsible for the implementation of the project. The curriculum vitae of all project team members shall be included in the bid documentation. Failure to abide by this will invalidate a bid.

16.3 The project manager must have at least either a PRINCE 2 qualification or a Project Management Institute qualification. In addition, the project manager shall have successfully completed the implementation of at least one electronic data interchange or exchange project at a public service healthcare facility.

16.4 The project ensuing from the award of this bid shall deliver the required deliverables and

demonstrate the achievement of the desired outputs or outcomes within the constraints of the contracted time and resources. A penalty fee of 5% of the contract ceiling price inclusive of VAT will be charged for each day the project is overdue.

16.5 The bidder shall be expected to establish a project management office in close proximity to the healthcare facility where the electronic interchange or exchange facility will be piloted, tested, commissioned or rolled out. Such costs shall be borne by the bidder. The LDoH will not provide any premises or facilities for project management purposes.

16.6 The electronic data interchange or exchange facility interface implementation at each healthcare facility and LDoH head office shall be properly signed off by the bidder's project manager, the LDoH project manager and the healthcare facility chief executive officer or his or her duly authorised delegate. For the LDoH head office, the head of the Revenue Management unit shall sign off.

17. **LDoH STAFF TRAINING**

17.1 The bidder must provide training requirements for admission, billing and revenue value chain officials for accessing the electronic data interchange or exchange facility and for resolving problems and challenges that might arise from the use of the facility. The cost of training shall be per session and must be included in the pricing schedule.

17.2 A training programme for all system users shall be included in the bid. In addition 20 officials (5 districts, tertiary hospitals and Provincial Office) will undergo an advanced training.

17.3 The LDoH has four training rooms, one each at Mokopane, St Ritas, Polokwane and Tshilidzini Hospitals, that are equipped with 20 workstations and a server for on-going training purposes and that may be used by the bidder. A bidder shall assure themselves of the adequacy of these training facilities, and any shortcomings must be brought to the attention of the LDoH . A live system shall not be used for training under any circumstances.

17.4 The LDoH has also virtual platforms that can also be utilised.

17.5 The training facilities shall bear a close resemblance to the live production system

18. TECHNICAL QUESTIONS & PROMPTS

18.1 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise Manager / Medicom version 5.10 application with a PHISC MEDCLM interface standard in place at server or client workstation side or both sides.

18.2 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise Manager/Medicom version 12.x application with a PHISC MEDCLM interface standard in place at server or client workstation side or both sides.

18.3 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise

Manager/Medicom version 5.10 application with an HL7 Interface Engine in place at server or client workstation side or both sides.

18.4 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise Manager/Medicom version 5.10 application without an HL7 Interface Engine being in place at server or client workstation side or both sides.

18.5 Specify web browsers that are currently supported and their versions.

18.6 Specify internet protocols that are used and supported or required for the interface/integration.

18.7 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise Manager/Medicom version 12.x application with an HL7 Interface Engine in place at server or client workstation side or both sides.

18.8 Specify in full and sufficient detail interface or integration requirements for both patient admission validation and billing, in online realtime and in batch mode, between the healthcare electronic data interchange or exchange facility and the Enterprise Manager/Medicom version 12.x application without an HL7 Interface Engine being in place at server or client workstation side or both sides.

18.9 Provide a graphical depiction and a full description of the envisaged process workflow/s between a healthcare facility and the healthcare electronic data interchange or exchange facility.

18.10 Provide a high level entity relationship model/diagram of the healthcare electronic data interchange or exchange facility. Cognisance will be taken of the commercial confidentiality, if any, of this model.

18.11 Provide a sample/s of the standard operating procedure/s of the healthcare electronic data interchange or exchange facility as an annex/es to the bid.

18.12 Provide a description of a procedure/s to be followed by a healthcare facility in the event that the Enterprise Manager/Medicom application is down or unavailable to an official.

18.13 Is the healthcare electronic data interchange or exchange such that changes can be made independently on either the healthcare electronic data interchange or exchange facility itself and on the Enterprise Manager/Medicom application without unduly introducing undesired functional defects on either Enterprise Manager/Medicom application or the healthcare electronic data interchange or exchange? Please elaborate on insulation measures, if any, which exist.

18.14 Describe the process/es or procedure/s or protocol/s to be followed should a change/s that could have a potential material effect on the functionality of either the healthcare electronic data interchange or exchange facility or the Enterprise Manager/Medicom application and the software testing standards that must be upheld.

18.15 Are the inbound and outbound message interfaces one and the same, or are they separate modules? Please provide details.

18.16 Specify in sufficient detail the inbound message interface for a medical aid claim from a healthcare facility to the healthcare electronic data interchange or exchange facility.

18.17 Specify in sufficient detail the outbound message interface from the healthcare electronic data interchange or exchange facility to a healthcare facility.

18.18 Specify security mechanism/s or measure/s, if any, that are applicable to inbound and outbound transactions or messages to assure patient and financial data confidentiality and integrity during transmission and in data storage.

18.19 Is encryption/decryption one of the security mechanisms or measures? If so, provide full details.

18.20 Provide details of any data validations or checks that the healthcare electronic data interchange or exchange facility is capable of and currently performs.

18.21 State the means by which a patient is uniquely identified irrespective of the healthcare facility that submits a claim or of the nationality of the patient.

18.22 State the means of uniquely identifying a healthcare facility within the healthcare electronic data interchange or exchange facility.

18.23 State how transactions that are submitted at admission time are distinguished from medical aid claims and at billing time.

18.24 State how transactions that are submitted by a healthcare facility are uniquely identified irrespective of the healthcare facility that submits them.

18.25 Provide details and frequencies of operational and management reports that are available as a matter of routine to a healthcare facility.

18.26 Provide details and frequencies of operational and management reports that would be available to the Revenue Management unit at the LDoH head office staff.

18.27 Specify, for minimum and optimal performance to access the healthcare electronic data interchange or exchange facility online and in realtime, the requirements for personal computer hardware and software of workstations manning healthcare facility admission and billing desks.

18.28 Specify the prerequisite knowledge and skill requirements of healthcare facility admission and billing sections staff members in order to make use of the healthcare electronic data interchange or exchange facility.

18.29 Specify, for minimum and optimal performance, the requirements regarding network bandwidth of a wide area network dataline/s of a healthcare facility. State whether the dataline must be dedicated for the healthcare electronic data interchange or exchange facility or could be shared with other healthcare facility applications.

18.30 Does the entity have a Capability Maturity Model Integrated (CMMI) Level 5 accreditation or certification? If so, please provide a certified copy of the accreditation. If not, what assurances of software quality regarding the maintenance of the healthcare electronic data interchange or exchange facility does the bidder proffer?

18.31 Apart from medical aids, what other claims processing capabilities does the healthcare electronic data interchange or exchange provide, and what are the cost implications?

18.32 Provide a five-year roadmap, beginning in 2023, of the development or functional enhancement of the healthcare electronic data interchange or exchange facility, including the incorporation of, and/or conformance to or compliance with, international standards; end-user convenience; interface development or enhancement with Enterprise Manager/Medicom version 5.10 and/or later versions; etc.

18.33 Specify all measures employed to identify and authenticate users, to exercise control over access to the healthcare electronic data interchange or exchange facility and state their access privileges based on functional group/s and individual roles. The facility must maintain a history log of access to it, containing a user-id, date and time of access, healthcare facility, workstation, and a transaction identifier. For how long is this history retained?

18.34 Indicate password strength and the frequency for password changes. Who carries the responsibility for password resets?

18.35 Does the electronic data interchange or exchange facility have an audit trail per user and per transaction? Will this audit trail be available and accessible to LDoH officials? If so provide full details.

18.36 Each statement of requirement, prompt for information, query, or condition in this bid specification must be responded to by noting the information given and acknowledging that it is understood and agreed to; providing the requested information; answering the query in brief, succinctly and to the point; indicating acceptance or otherwise of the terms, and stating a reason/s for non-acceptance; and by providing any supplementary comments as may be necessary. A bid that does not comply with this stipulation shall be invalidated.

NB: Technical items from number 18.1 to 18.36 must be able to interface with any subsequent changes to Patient Administration system (e.g. CHIS) without additional cost.

Annexure B: PHISC MEDCLM Interface Standard

Annexure C: Enterprise Management HL7 Standard Interface Specification V1.1

19. EVALUATION CRITERIA

The bid will be evaluated in **FIVE** phases, namely:

- Phase 1: Mandatory requirements
- Phase 2: Administrative evaluation criteria
- Phase 3: Functionality evaluation
- Phase 4: Price and BBBEE
- Phase 5: Site Inspection

19.1 PHASE 1: MANDATORY REQUIREMENT COMPLIANCE

Bids shall be assessed for compliance with the essential/ mandatory requirements (#) in terms of the technical specification with regard to the proposed solution. Bidders found not to be complying in terms of essential/mandatory requirements (#) shall be disqualified and will not be considered for further evaluation.

NB: The technical specifications must be 100% compliant to mandatory (#) requirements. The bidder must attach documentation or letter from OSM as evidence and clearly indicate in column “Substantiating Evidence” the Page / Paragraph as proof of compliance.

19.1.1 TECHNICAL SPECIFICATION REQUIREMENTS

Provisioning, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information electronic data interchange or exchange facility and patient verification system must comply with or exceed the specification detailed below. Non-compliance with any of the requirements below shall result in the bid being disqualified.

CATEGORY A: ELECTRONIC DATA INTERCHANGE (EDI) OR EXCHANGE FACILITY AND SERVICE SOLUTION SPECIFICATIONS.

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.1	The healthcare electronic data interchange or exchange facility must be located in the Republic of South Africa. Specify the location and its physical address		
19.1.1.2	The healthcare electronic data interchange or exchange facility conforms in full and completely to PHISC MEDCLM Release 912 Revision 13.3 or later standard.		
19.1.1.3	Interoperability or compatibility with the Enterprise Manager (Medicom) version 5.10 application		
19.1.1.4	Interoperability or compatibility with the Enterprise Manager (Medicom) version 5.10 application without any need for additional retrofitting work		

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.5	Quality of indicative project plan to provide the service by within 21 days after receipt of an official purchase order and quality of the project team (in terms of qualifications, experience and knowledge) proposed to deliver the project ensuing from this bid		
19.1.1.6	Knowledge of South African public health service policies and applicable and practised standards and of contemporary South African public health service delivery issues and challenges and concomitant affordable solutions		
19.1.1.7	The healthcare electronic data interchange or exchange facility must follow ISO HL7 27931:2009 the Version 2.5 Version 2.7 Application Protocol		
19.1.1.8	The healthcare electronic data interchange or exchange facility interfaces or integrates with the Medicom application, or can do so, using the PHISC MEDCLM interface standard/s.		
19.1.1.9	The healthcare electronic data interchange or exchange facility interfaces or integrates with the Medicom application, or can do so, using the HL7 interface standard/s.		
19.1.1.10	The healthcare electronic data interchange or exchange facility interfaces or integrates with the Medicom application, or can do so, using both the PHISC MEDCLM interface standard and the HL7 interface standard/s simultaneously		

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.11	The healthcare electronic data interchange or exchange facility communicates, or shall communicate, with the Enterprise Manager or Medicom application in real time, using either the PHISC MEDCLM interface standard or the HL7 interface standard or both (elaborate fully		
19.1.1.12	The healthcare electronic data interchange or exchange facility communicates, or shall communicate, with the Enterprise Manager or Medicom application bi-directionally, using either the PHISC MEDCLM interface standard or the HL7 interface standard or both (elaborate fully).		
19.1.1.13	The healthcare electronic data interchange or exchange facility performs a check digit validation on a South African identity number and relays any invalidity to a healthcare facility in both real time and in batch mode and in a message format (code and description) a human can easily comprehend.		
19.1.1.14	The healthcare electronic interchange or exchange facility validates a passport number in the case of a foreign national patient and relays any invalidity to a healthcare facility in both real time and in batch mode and in a message format (code and description) a human can easily comprehend.		
19.1.1.15	An official in a healthcare facility can submit from his or her workstation online and in real-time a standard query to the healthcare electronic data interchange or exchange facility to establish whether a patient is indeed a medical aid member in good standing or not, and receive a response in matter of seconds or a minute		

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.16	An official in a healthcare facility can submit online and in real-time a standard query to the healthcare electronic data interchange or exchange facility to assess the income category of a patient without medical aid cover and receive a response within seconds or a minute.		
19.1.1.17	The healthcare electronic data interchange or exchange facility performs validations in online real-time or batch mode on medical claims in accordance with specific rules of medical aid bodies and any invalidity message/s are relayed back to a healthcare facility.		
19.1.1.18	Demographic details of a patient who is a South African citizen and non-South African nationals are verified against those in the database of the Dept. of Home Affairs using an identity number/passport.		
19.1.1.19	Communication contact details of patients such as mobile phone numbers, fixed telephone numbers are verified against telecommunication service provider subscriber databases		
19.1.1.20	The healthcare electronic data interchange or exchange facility provides ICD10 code validations for correctness of medical aid claim submissions to medical aid bodies		
19.1.1.21	An official in a healthcare facility accesses the healthcare electronic data interchange or exchange facility using a web browser based client. Specify the client application and the web browser/s that are supported.		

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.22	A web-browser based client, if any, shall be locked to prevent browser configuration changes. Client or browser configuration changes shall require the intervention of a system administrator.		
19.1.1.23	The client side component, if any, of the healthcare electronic data interchange or exchange facility is easy and user-friendly, and presents a graphical user interface to an end-user.		
19.1.1.24	The availability of the healthcare electronic data interchange or exchange facility host server is at least 99% measured over a moving month period.		
19.1.1.25	An official in a healthcare facility shall not be required to log out of the Enterprise Manager/Medicom application in order to invoke an access to the healthcare electronic data interchange or exchange facility using the latter's browser-based client.		
19.1.1.26	The healthcare electronic data interchange or exchange facility provides functionality for submission of claims against Medical Aid Schemes, Road Accident Fund (RAF), Department of Labour for Compensation for Occupational Injuries and Diseases Act (COIDA) and any other South African Departments. Specify the interface standards that are used in respect of the aforementioned.		
19.1.1.27	Payments through electronic means by medical aid schemes in respect of medical aid claims so submitted and electronic submission of remittance advices or proofs of payment of medical aid claims by medical aids to the healthcare facilities.		

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	NOT COMPLY
19.1.1.28	The electronic remittance advice issued must be electronically reconciled to the individual patient bills as submitted in PHIS / CHIS		

CATEGORY B: PATIENT VERIFICATION SYSTEM (PVS) OR MUST COMPLY WITH OR EXCEED THE SPECIFICATIONS DETAILED BELOW.

Ref	DESCRIPTION	DOES THE PROPOSED SOLUTION COMPLY WITH THE REQUIREMENTS BELOW? (IF COMPLY PROVIDE PROOF)	
		COMPLY	COMPLY
19.1.1.29	The system must authenticate the identity of a patient (RSA citizens and non-citizens) using multiple factors, e.g. biometrics, smart cards, etc.		
19.1.1.30	For a South African citizen and non-citizen, the system must be able to validate a civic identity number/ passport against the population database of the Department of Home Affairs and issue a Risk Management Response (RMR) message or outcome message to the data capturer		
19.1.1.31	The system must classify foreign national patients according to their country of origin and them being in the country e.g. business traveller, entertainer, sportsperson, student, tourist, refugee, etc.		
19.1.1.32	The system must interact/interface with the Enterprise Manager e.g (Verified patient information must be posted to Enterprise Manager).		
19.1.1.33	The system must be able to perform Eligibility checks (electronic, on-line, real-time)of the patient's medical scheme membership information. This check is to verify if the patient is a valid member of a medical scheme (benefit status) and to validate the membership details.		
19.1.1.34	The system must be able to perform Eligibility checks for Uninsured (Cash paying /Non-Medical Aid) Patients.		
19.1.1.35	The system must be able to perform Eligibility check results that must be communicated in message known as an RMR (Risk Management Response) which inform you why the check has been rejected.		

20. PHASE 2: ADMINISTRATIVE EVALUATION CRITERIA

Bidders shall take note of the following guidelines:

20.1 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

20.2 The bidder shall respond with **"Comply", "Not Comply"** or **"Not Applicable"** in the apportioned spaces. The **"Not Applicable"** answer shall only be considered where the response field has the wording **"If Applicable".**

NB: Bidders *may* be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements and failure to attach or complete and/or sign any of the designated arrears of the documents mentioned below may render the bid a not "Acceptable Bid"

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
20.3	**Submission of the following standard bidding documents (fully completed and signed):**	
(i)	**SBD 1:** Invitation to Bid**,**	
(ii)	**SBD 3.1:** Pricing Schedule (Firm Prices)**,**	
(iii)	**SBD 4:** Bid Disclosure form, **NB. All companies under the name of the bidder must be declared, irrespective of whether they are used for bidding or not. The Department shall utilize the CSD report to measure compliance with SBD4 (Bid Disclosure Form).**	
(iv)	**SBD 5:** National Industrial Participation Programme;	
(v)	**SBD 6.1**: Preference points claim form in terms of the Preferential Procurement Regulations 2017;	
(vi)	Naming of the bidding company must be consistent in the request for bid (RFB) document, applicable EME or QSE original sworn affidavit, original or copy of valid B-BBEE Status Level Verification Certificate and the CSD report. Deviations to this pre-requisite will disqualify the bid.	
(vii)	Alterations/corrections must be signed. **No tippex/eraser allowed;**	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
20.4	In case of a B-BBEE Exempted Micro Enterprise (EME) or B-BBEE Qualifying Small Enterprise (QSE) bidders may submit a valid Sworn Affidavit (copy attached to this bid) or submit an original or copy of valid B-BBEE issued by an Agency Accredited by the South African National Accreditation System (SANAS). Bidders other than EMEs and QSEs shall submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS **(If Applicable)**	
20.5	In case of Consortium or Joint Venture **(If applicable)** the following are required:	
(i)	Signed agreement between involved parties indicating the lead member;	
(ii)	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database;	
(iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
(iv)	All parties to the consortium/joint venture must submit their individual documents referred to above except that they must submit consolidated certified copy of valid or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS;	
20.6	Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.	
20.7	Submission of an Own Company profile and **Completion of Annexure A: Bidder's Experience (Company Profile)**	
20.8	Submission of a project proposal	
20.9	Submission of a training plan	
20.10	Submission of skills transfer and client staff skills upliftment plan	
20.11	Delivery period must be within twenty one (21) days after the receipt of an Official purchase order.	
20.12	Returnable documents must be chronologically indexed with a contents list	

21. PHASE 3: FUNCTIONALITY

21.1 Proposal Eligibility Criteria

Bidder should at least have experience in provision, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information Electronic Data Interchange (EDI) or exchange facility and Patient Verification System (PVS) in the last Three (3) years

21.2 Company Profile

21.2.1 The company profile must entail track record (experience) of the company in the provisioning of Electronic Data Interchange (EDI) and Patient Verification System (PVS). (Contactable References and Evidence e.g. Purchase Orders, Invoices and Contracts must be provided).

21.2.2 In addition to an own company profile, bidders must complete the departmental provided company profile template herein referred to as ***Annexure A: Portfolio of Current and Completed Contracts***

21.3 Proposed Work Breakdown Structure

Bidder(s) must provide a detailed project work breakdown methodology structure (WBS) which must be inclusive (but not limited) of:

- Project Implementation plan with pre-implementation phase activities, Implementation phase activities, work schedule with clear deliverables and time frames.
- The proposed work breakdown structure must include the contingency plan in the project.

21.4 Financial Capacity of the Bidder

Provide Proof of Financial Capacity to a minimum sum of Ten Million Rands (R10 000 000) through any of the following documents:

a) Proof of support from the National Credit Regulator (NCR) registered Financial Services Provider/ Financial Institution on primary funding
b) Any proof of support from accredited Financial Institution on primary funding when the tender is successfully awarded **OR,**
c) An undertaking by the National Credit Regulator (NCR) or FSP Financial service provider registered institution to provide funding / revolving credit when the tender is successfully awarded **OR,**
d) Proof of capacity to self-funding E.g. Latest three months bank statement

NB: All the above must be dully signed by the designated authorities and stamped not older than three months.

22. PHASE THREE: FUNCTIONALITY EVALUATION CRITERIA – EDI AND PVS:

Evaluation on Functionality

The evaluation of bids on functionality will be conducted by the Bid Evaluation Committee in the accordance with the functionality criteria and values below:

TOTAL SCORE	**100**
ACCEPTABLE MINIMUM SCORE	**70**

NO.	CRITERION	WEIGHT	ELEMENT BREAKDOWN	SCORE VALUE
NB: Any future change in the Patient Administration system should interface with the following functionality criterion.				
22.1.1	Experience in Provisioning, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information electronic data interchange or exchange facility.	40	**Bidder has successfully implemented customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information electronic data interchange (EDI) or exchange facility and patient verification system (PVS). Attached proof or evidence.**	
			More than 10 years	**Excellent (5)**
			7 to 10 years	**Very Good (4)**
			5 to 7 years	**Good (3)**
			3 to 5 years	**Average (2)**
			1 to 3 years	**Poor(1)**
22.1.2	Provide Proof of Financial Capacity.	30	a) Proof of support from the National Credit Regulator (NCR) registered Financial Services Provider/ Financial Institution on primary funding b) Any proof of support from accredited Financial Institution on primary funding when the tender is successfully awarded **OR,** c) An undertaking by the National Credit Regulator (NCR) or FSP Financial service provider registered institution to provide funding / revolving credit when the tender is successfully awarded **OR,** d) Proof of capacity to self-funding E.g. Latest three months bank statement	
			R 10 000 001 and Above	**Excellent (5)**
			R 8 000 001 To R 10 000 000	**Very good (4)**
			R 7 000 001 To R 10 000 000	**Good (3)**
			R 5 000 001 To R 7 000 000	**Average (2)**
			R 0 000 001 To R 5 000 000	**Poor (1)**

NO.	CRITERION	WEIGHT	ELEMENT BREAKDOWN	SCORE VALUE
NB: Any future change in the Patient Administration system should interface with the following functionality criterion.				
22.1.3	Quality of the project team (in terms of qualifications, experience and knowledge) proposed to deliver the project ensuing from this bid	5	Project plan accompanied by project methodology conforming to PRINCE2, project schedule and project staff with CVs submitted with evidence of PMP or PRINCE2 Professional qualifications and experience on the part of the nominated project manager and the bidder has a current CMMI Level 5 certification	**Excellent (5)**
			Project plan accompanied by project methodology conforming to PRINCE2, project schedule and project staff with CVs submitted with evidence of PMP or PRINCE2 Professional qualifications and experience on the part of the nominated project manager	**Very good (4)**
			Project plan accompanied by project methodology conforming to PRINCE2, project schedule and project staff with CVs submitted with evidence of nominated project manager having a PMP qualification or at least a PRINCE2 Professional certification	**Good (3)**
			Project plan accompanied by project methodology, project schedule and project staff with CVs submitted with evidence of qualifications and experience of all project staff members	**Average (2)**
			Project plan accompanied by no project methodology, project schedule and project staff with CVs submitted but with no evidence of qualifications and experience of all project staff members	**Poor (1)**
22.1.4	Cogent, costed training plan submitted with proven clients' HDI	5	Training plan submitted but with client staff empowerment track record of more than 5 years for at least five clients, mostly in the South African public sector	**Excellent (5)**

NO.	CRITERION	WEIGHT	ELEMENT BREAKDOWN	SCORE VALUE
NB: Any future change in the Patient Administration system should interface with the following functionality criterion.				
	staff empowerment track record		Training plan submitted but with client staff empowerment track record of more than 3 years for at least three clients, either in the public sector or private sector	**Very good (4)**
			Training plan submitted but with client staff empowerment track record of more than 3 years for at least one client, either in the public sector or private sector	**Good (3)**
			Training plan submitted but with client staff empowerment track record for at least one client, either in the public sector or private sector	**Average (2)**
			No Training Plan submitted.	**Poor (1)**
22.1.5	Project Work Breakdown Methodology Structure	**15**	The proposed EDI and PVS exceeds requirements, is fully evidenced, customized to the project, adds value, benefits and activities are clear, logical, demonstrates practical innovation and a high level of understanding of the project deliverables, with full confidence in capacity to deliver.	**Excellent (5)**
			The proposed EDI and PVS meets all requirements while providing fully evidenced additional value and activities are clear, logical and demonstrate an understanding of the project deliverables and time frames.	**Very good (4)**
			The proposed EDI and PVS meet minimum requirements and provides adequate information/ evidence that the minimum requirements can be satisfied	**Good (3)**
			The proposed EDI and PVS is generic and fails to provide adequate information/ evidence that the minimum requirements can be satisfied	**Average (2)**
			No submission or submission is irrelevant	**Poor (1)**
22.1.6	Contingency Plan	5	Plan is clear and realistic	**Good (3)**

NO.	CRITERION	WEIGHT	ELEMENT BREAKDOWN	SCORE VALUE
NB: Any future change in the Patient Administration system should interface with the following functionality criterion.				
			Plan produced but not convincing that the methodology can be delivered using contingencies proposed	**Average (2)**
			No Plan	**Poor (1)**

Bidders who fail to obtain a minimum score of 70 points shall be disqualified. **Compliance with the minimum of 70 points is required to be considered for the next evaluation phase**

23. **PHASE FOUR EVALUATION ON PRICE AND BBBEE**

23.1 This bid shall be evaluated in terms of **90/10** preference points system.

23.2 Bidders must submit a B-BBEE Verification from a Verification Agency accredited by the South African National Accreditation System (SANAS).

23.3 In case of B-BBEE exempted micro enterprise of B-BBEE qualifying small enterprise bidders may submit a valid sworn affidavit (Attached to this Bid)

23.4 Should bidder(s) fail to submit the valid BBBEE certificate it will be interpreted to mean that preference points for B-BBEE status level contribution are not claimed.

23.5 Points shall 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
1	**10**
2	**9**
3	**6**
4	**5**
5	**4**
6	**3**
7	**2**
8	**1**
Non-compliant contributor	**0**

23.6 PRICING AND PRICE SCHEDULES

The bidder must submit a cost breakdown/s which must indicate in detail, per product or service, and per item (e.g. transaction fee/s, licences, customisation and testing effort, implementation at a pilot healthcare facility, rollout to other healthcare facilities, training of healthcare officials.) with a clear distinction between one-time costs and recurrent costs to enable the LDoH to calculate the cost of the facility and service over a period of four years.

23.6.1 PRICING SCHEDULE (PRICING PROPOSAL)

VAT, PROFIT AND OVERHEAD COSTS MUST BE INCLUDED IN THE PRICES BELOW:

No	ITEM DESCRIPTION	PRICE (VAT INCLUSIVE)	
23.6.1.1	Provision, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information electronic data interchange (EDI) or exchange facility	**R**	
23.6.1.2	Provision, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a Patient verification system	**R**	
	SUB-TOTAL	**R**	
OTHER COSTS			
23.6.1.3	Training Costs(EDI)	Per Person	**R**
23.6.1.4	Training Costs(PVS)	Per Person	**R**
	TOTAL COST	**R**	
The bidder must provide a separate transparent breakdown of their total bid price detailing costs for subscription.			

24. PRICE ADJUSTMENTS

The Bidders must take note that prices from the 2nd year to the end of the contract must be aligned to the projected CPI.

25. RISK MANAGEMENT ON PRICING AND AWARDING

25.1 All prices quoted by bidders shall be assessed to ensure that bidders did not under quote. **(Bidders perceived to have under quoted in terms of market prices shall be disqualified).**

25.2 Bidders to take note that the department shall complete the process of evaluation and award in a period of 120 days, therefore their prices should consider inflationary fluctuations.

26. PHASE FIVE : PHYSICAL VERIFICATION OF BIDDER'S INSTALLATION PREMISES (SITE INSPECTION)

A site inspection will only be conducted at a bidder's business physical address given in the bid document (SBD1) and at sites of bidders whose bids have satisfied all requirements of the bid in terms of phases one and two. **A w**ritten notice of a

change of physical address of the business must reach the Limpopo Department of Health Supply Chain Management office within fourteen days of relocation.

N.B.: A site inspection WILL only be conducted at the address which was provided on the bid document to confirm the following:

PHASE FIVE: SITE INSPECTION CRITERIA

TOTAL SCORE	**100**
ACCEPTABLE MINIMUM SCORE	**70**

NO	BUSINESS REQUIREMENT	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
26.1.1	Physical existence of the healthcare EDI and PVS or exchange facility host server	**35**	Host server production facility separated from development and/or test facilities, equipped with backup generator, an uninterruptible power supply, smoke detection and fire extinguishing capability, one or more air-conditioning units (and is located in an at least a tier 3 data centre)	**Good (5)**
			Host server production facility is located in an at least a tier 2 data centre	**Average (3)**
			Host server production facility is located in at least a tier 1 or non-tiered data centre	**Poor (1)**
26.1.2	Service desk/helpdesk/call centre	**35**	Service desk/helpdesk/call centre operates three 8-hour shifts per day	**Good (5)**
			Service desk/helpdesk/call centre operates two 8-hour shifts per day	**Average (3)**
			Service desk/helpdesk/call centre operates one 8-hour shift per day	**Poor (1)**
26.1.3	Software quality assurance processes, practices and/or procedures	**30**	CMMI certification of level 5 or greater presented and is current	**Good (5)**
			CMMI certification presented is below level 5	**Average (3)**
			No CMMI certification presented	**Poor (1)**

A bidder who fails to obtain a minimum score of 70 points shall be disqualified.

ADRESSSES WHERE PHYSICAL SITE INSPECTION WILL BE CONDUCTED

_____

_____

_____

_____

27. BID AWARD & CONTRACT CONDITIONS

27.1 KEY ASPECTS OF THE BID PROPOSAL

27.1.1 Bidders should initial every page of the bid proposal.

27.1.2 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.

27.1.3 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to special conditions of bid.

27.1.4 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

27.1.5 Each bid, once submitted, constitutes a binding and irrevocable offer to supply the goods on the terms set out in the bid, which offer cannot be amended after its date of submission.

27.1.6 The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

27.1.7 The department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the specification.

27.1.8 The department reserves the right to award the bid in terms of hospitals or districts. In the event that the department awards the bid per hospital or district , the allocation will be by the sliding scale from highest point to lowest point

27.1.9 The department reserves the right to award the bid to one or more bidders, wholly or in part or not to award.

27.1.10 Awarding of the bid will be subject to the bidder’s expressing acceptance of National Treasury General Conditions of Contract (GCC).

27.2 BID AWARD & CONTRACT CONDITIONS

27.2.1 Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.

27.2.2 The shortlisted bidders shall be subjected to Supply Chain Management vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.

27.2.3 The outcome of the successful bidder(s) shall be published through the same media that was used to advertise the bid.

27.2.4 The contract shall be concluded between Limpopo Department of Health and the successful bidder(s).

27.2.5 The contract period will be for 60 months.

27.2.6 Bidders must ensure compliance with their tax obligations

28. CONTRACT ADMINISTRATION

28.1 Successful bidder(s) must report to the Departmental Supply Chain Management: Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.

28.2 Full particulars of such circumstances as well as the period of delay must be furnished in writing.

29. PRICING

29.1 All prices charged must be inclusive of business overheads, delivery charges (No delivery cost may be claimed separately) and VAT where applicable.

29.2 The price proposals must be based on all of the bid technical specifications and must be made on the basis of supply and delivery.

29.3 The price proposal structure is per hospital and per district thus bidders must quote for all hospitals in a district of choice. All hospitals must be fully quoted in the district. Failure of the bidder to quote for all hospitals under any district shall invalidate the bid

29.4 Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

30. ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Physical Address	Bidding Process	Technical Enquiries
Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699	Ms. Motene NM (015) 293 6350 / (063) 692 9368 Ntlama.Maphahlele@dhsd.limpopo.gov.za **OR** Ms. Simango T.O (015) 293 6352 / (071) 861 9937 Tintswalo.Simango@dhsd.limpopo.gov.za	Mr. Maffa K Telephone: 015 293 6573 Khomotso.maffa@dhsd.limpopo.gov.za **OR** Ms. Mukona M. Telephone: 015 293 6266 Mashudu.mukuna@dhsd.limpopo.gov.za

30 COMPANY EXPERIENCE - BIDDER'S EXPERIENCE - ANNEXURE A

The bidder must furnish a list of the following particulars of past and current experience in provision, customisation, interfacing/integration, testing, commissioning, piloting and rollout of a healthcare information electronic data interchange (EDI) or exchange facility and patient verification system . The bidder must in addition attach ***proof of references e.g. previous contract or order***.

18.1	**Project Name**		**Contract Commencement Date (indicate start date in full)**	**Day**	**Month**	**Year**
	Name of Institution/ Client		**Contract End Date (indicate end date in full)**	**Day**	**Month**	**Year**
	Description/ Nature of services provided (EDI and PVS)		**Contract Amount (R)**			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		**Place (town)**			
18.2.	**Project Name**		**Contract Commencement Date (indicate start date in full)**	**Day**	**Month**	**Year**
	Name of Institution/ Client		**Contract End Date (indicate end date in full)**	**Day**	**Month**	**Year**
	Description/ Nature of services provided (EDI and PVS)		**Contract Amount (R)**			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		**Place (town)**			

COMPANY EXPERIENCE - BIDDER'S EXPERIENCE - ANNEXURE A

The bidder must furnish a list of the following particulars of past and current experience in provisioning of Electronic Data Interchange (EDI) and Patient Verification System (PVS).The bidder must in addition attach ***proof of references e.g. previous contract or order***.

<table>
<tr><td rowspan="5">18.3.</td><td>Project Name</td><td></td><td rowspan="2">Contract Commencement Date (indicate start date in full)</td><td>Day</td><td>Month</td><td>Year</td></tr>
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<tr><td>Client Contact Tel. No.</td><td></td><td>Place (town)</td><td colspan="4"></td></tr>
<tr><td rowspan="5">18.4.</td><td>Project Name</td><td></td><td rowspan="2">Contract Commencement Date (indicate start date in full)</td><td>Day</td><td>Month</td><td>Year</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
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