

NDoH-07(2024/2025) ACQUISITION OF A PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) FOR THE NATIONAL DEPARTMENT OF HEALTH INFRASTRUCTURE PROJECTS

BID VALIDITY PERIOD: 120 DAYS

DATE ISSUED: 13 NOVEMBER 2024

CLOSING DATE AND TIME OF THE BID:

9 DECEMBER 2024 AT 11H00AM

COMPULSORY BRIEFING SESSION:

DATE: 26 NOVEMBER 2024 AT 10:00AM

ZOOM:

https://zoom.us/webinar/register/WN_GVGN22NJQkyUXFmjRd2kAw

PART A INVITATION TO BID

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (NB: Proof of authority must be submitted e.g. company res	solution)
DATE:	

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

ZETHMBE TRADERS
(Pty) Ltd
By resolution of the Board of Directors taken on 01 AUGUST 2000,
MR M BONAKELE
has been duly authorised to sign all documents in connection with
Contract no NDoH-01/2023/2024, and any contract which may arise
there from, on behalf of <i>Mabel House (Pty) Ltd.</i>
SIGNED ON BEHALF OF THE COMPANY. (Signature of Managing
IN HIS CAPACITY AS: Managing Director
DATE: 01 AUGUST 2000
SIGNATURE OF SIGNATORY: (Signature of M Bonakele)
As witnesses:
1/
2. /
Signature of person authorised to sign the bid:
Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a
 provisional payment or anti-dumping or countervailing right is
 increased in respect of any dumped or subsidized import, the State is
 not liable for any amount so required or imposed, or for the amount of
 any such increase. When, after the said date, such a provisional
 payment is no longer required or any such anti-dumping or
 countervailing right is abolished, or where the amount of such
 provisional payment or any such right is reduced, any such favourable
 difference shall on demand be paid forthwith by the contractor to the
 State or the State may deduct such amounts from moneys (if any)
 which may otherwise be due to the contractor in regard to supplies or
 services which he delivered or rendered, or is to deliver or render in
 terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 Industrial Participation (NIP) Programme

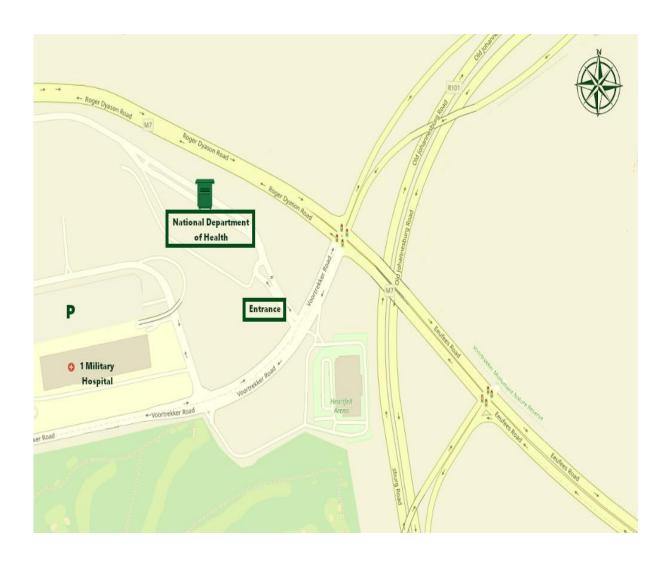
The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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.

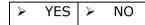
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the 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.

Js General Conditions of Contract (revised July 2010)



ANNEXURE B Pricing schedule

- Please indicate your total bid price here: R...... (compulsory)
- > Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.
- > NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- Are the rates quoted firm for the full period of the contract?



- Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.
- > Only the **total ceiling price** for the entire project that must be inclusive of all costs.
- Prospective bidders are required to submit a detailed pricing for the project, outlining the following:

COSTING MODEL:

Description	Total cost (VAT Incl.)	Rand value of Imported Content if applicable	% of Imported Content
Software			
Implementation Services – Analysis, Design, Development, Configuration & Testing			
Implementation Services – Production Deployment			
Implementation Services – Training (specify cost per user)			
Installation fee (once off)			
Knowledge Transfer			
Software support and Maintenance for a period of 3years post go-live date. Handover of maintenance to NDOH within the 3-year period.			
Data loading fee per project (specify details)			
Project management fee			
Sub-Total (VAT Incl.)			
Additional items if any (specify details)			
TOTAL (VAT Incl.):			

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

R18.88 = 1 US dollar

R20.62 = 1 Euro

R23.74 = 1 Pound

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
2.3.1	If so, furnish particulars:
3	DECLARATION
	I, the undersigned, (name)
3.1 3.2 3.3	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 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
3.4	venture or consortium2 will not be construed as collusive bidding. 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.

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

3.5

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date		
Position	Name of bidder		

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

or

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

or

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

٦r

- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number NDoH-07/2024/2025	09 DECEMBER 2024 @ 11:00AM
Name of bidder	
Postal address	
Signature	Name (in print)
Date	
	Js475wc

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 The company must submit ID copies of Directors and or shareholders with their bid document or quotation to substantiate points claimed. The share certificate reflecting the number of shares held by each member or director of the company to qualify for the points claimed must be submitted. In case of a claiming points for disability the company must submit a registered Doctor noted or document as evidence of the disability.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm			
4.4.	Company registration number:			
4.5.	TYPE OF COMPANY/ FIRM			
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX] 			

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH

BID NUMBER:	NDOH07-2024/2025
CLOSING DATE:	9 DECEMBER 2024
CLOSING TIME:	11:00am
BID VALIDITY PERIOD:	120 DAYS
COMPULSORY BRIEFING SESSION:	26 NOVEMBER 2024 AT 10:00AM https://zoom.us/webinar/register/WN_GVGN22 NJQkyUXFmjRd2kAw
DESCRIPTION:	ACQUISITION OF A PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) FOR THE NATIONAL DEPARTMENT OF HEALTH INFRASTRUCTURE PROJECTS
DEPOSITED IN THE BID E NATIONAL DEPARTMENT DR. AB XUMA BUILDING	

Bidders should ensure that Bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration. The bid box is generally accessible Monday to Friday between 07:30am until 15:30pm excluding public holidays. Please remember to state the tender number as well as your postal address on your tender document.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**NOT TO BE RE-TYPED**)
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE TOLLOWING PARTICULARS MOST DETORINISHED	THE FOLLOWING PARTICULA	ARS MUST BE FURNISHED
---	-------------------------	-----------------------

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':		
Individual bidder		
Joint venture		
Consortium		
Subcontractors		
Other		

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
CSD Number:	

If Joint Venture or Consortium, indicate the	
following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

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If using other subcontractors:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using contractors:	
Name of contractors:	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the	
following:	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

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TAX COMPLIANCE HAS BEEN SUBMITTED WITH THIS RFB?

Yes	No	

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.
I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.
SIGNATURE OF BIDDER (duly authorised)
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

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1. Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of the State Information Technology Agency (Pty) Ltd and the client.
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from NDOH (Pty) Ltd and the Client.
- 1.3 All copyright and Intellectual Property herein vests with NDOH (Pty) Ltd and its Client.

2. Introduction

2.1 Purpose

2.1.1 The purpose of this request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under annex A: Technical/solution specification.

2.2 **Objectives**

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
- 2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, NDOH intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (90/10).

2.3 Queries

2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact details listed below. Under no circumstances may any other employee within NDOH be approached for any information. Any such action might result in a disqualification of a response submitted in connection with this RFB. NDOH reserves the right to place responses to such queries on the website.

Procurement Contact details	Telephone	NA
	E-mail	tenders@health.gov.za

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3. **Definitions**

- 3.1 The National Department of Health
- 3.2 "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.
- 3.3 "**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.
- 3.4 "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 NDOH to submit a bid in response to this bid invitation.
- 3.5 "Client" means Government departments, provincial and local administrations that participate in NDOH procurement processes.
- 3.6 **"Comparative Price**" means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 3.7 **"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 tender.
- 3.8 **"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.
- "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.
- 3.10 "Goods" means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to NDOH or NDOH's delegate by the successful vendor in terms of this bid.
- 3.11 "Historically Disadvantaged Individual" (HDI) means a South African citizen:
- 3.11.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
- 3.11.2 who is a female; and/or;
- 3.11.3 who has a disability;
- 3.11.4 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

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- 3.12 **"Hosting Partners"** means companies who entered into an agreement with NDOH in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.
- 3.13 **"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.
- 3.14 "**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.
- 3.15 "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. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.16 "**Licences**" means conditional use of another party's intellectual property rights.
- 3.17 "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.
- 3.18 "Non-firm Price(s)" means all price(s) other than "firm" price(s).
- 3.19 **"Organ of State"** means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
- 3.20 "**Person(s)**" refers to a natural and/or juristic person(s).
- 3.21 "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.
- 3.22 "Successful Vendor" means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
- 3.23 "**Prime Vendor**" means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.24 "Vendor Agent" means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against NDOH or an organ of state and incur

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- obligations binding the prime vendor or consortium/joint venture in favour of NDOH or an organ of state.
- 3.25 "**SMME**" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 3.26 "Service Partners" means any successful vendor who is awarded the proposal or who entered into an agreement with NDOH and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- 3.27 **"Support Partners" -** means any successful vendor who entered into partnership agreement with NDOH and/or its clients for the provision of support services to a specific solution.
- 3.28 "**Subcontracting**" 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.
- 3.29 "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.
- 3.30 **"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.

4 Acronyms and abbreviations

4.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
DoBAM	Business Activity Monitoring
BI	Business Intelligence
BEE	Black Economic Empowerment
ВРМ	Business Process Management
CMIS	Command and Management Information systems
COTS	commercial off-the-shelf
CPI	Consumer Price Index
CSIR	Council for Scientific and Industrial Research
DIMS	Depot Information Management System
DIMS	Depot Information Management System
EDMS	Electronic Document Management System
GIS	Geographic (i.e. geo-referenced) information system
ICT	Information and Communication Technology
IS	Information Systems

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ISO	International Standard Organization
IT	Information Technology
HDI	Historically Disadvantaged Individuals
HIPS	Health Infrastructure Portfolio System
LAN	Local Area Network
NDMC	National Disaster Management Centre
OEM	Original Equipment Manufacturer
OSIS	Operational Support Information System
PPPFA	Preferential Procurement Policy Framework Act
PFMA	Public Finance Management Act
RFB	Request for Bid
RFQ	Request for Quotation
RFS	Request for Service
РМВОК	Project Management Body of Knowledge
PMIS	Project Management Information Systems
RSA	Republic of South Africa
SDLC	System Development Life Cycle
NDOH	National Department of Health
SLA	Service Level Agreement
SM CLIS	System Manager Command and Logistic Information Systems
SOW	Statement of Work
SW	Software
UIMS	Unit Information Management System
UAMP	User Asset Management Plan
WAN	Wide Area Network
WF	Weighing factor

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5. General rules and instructions

5.1 Confidentiality

- 5.1.1 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 5.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of NDOH (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NDOH's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, NDOH shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 5.1.5 Any documentation, software or records relating to confidential information of NDOH, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 5.1.5.1 shall be deemed to form part of the confidential information of NDOH;
- 5.1.5.2 shall be deemed to be the property of NDOH;
- 5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

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5.1.5.4 shall be surrendered to NDOH on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

5.2 **News and press releases**

5.2.1.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with NDOH (Pty) Ltd and its Client.

5.3 **Precedence of documents**

- 5.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
- 5.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter, and which appears in the PPPFA shall take precedence. Vendors shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that NDOH may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by NDOH.
- 5.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of NDOH as to which of these stipulations are applicable and to what extent. Vendors are hereby acknowledging that the decision of NDOH in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5.4 Preferential Procurement Reform

- 5.4.1 NDOH shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.
- 5.4.2 Vendors shall complete the preference certificate attached (SBD6.1) to this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

5.5 **National Industrial Participation Programme**

5.5.1 The Industrial Participation (IP) policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. This programme is intended to enable the DTI to negotiate obligation agreements, such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development collaboration, with service that have

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imported content. Clearance must be obtained from the DTI prior the award of any bid that has imported content in excess of R10 million (ten million Rands) (see SBD 5)

5.6 Language

5.6.1 Bids shall be submitted in English.

5.7 **Gender**

5.7.1 Any word implying any gender shall be interpreted to imply all other genders.

5.8 **Headings**

5.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

5.9 **Security clearances**

5.9.1 Employees and subcontractors of the vendors **may** be required to be in possession of valid security clearances to the level determined by NIA or/or NDOH commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

5.10 Occupational Injuries and Diseases Act 13 of 1993

5.10.1 The Bidder warrants that all its employees (including the employees of any subcontractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. NDOH reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to NDOH.

5.11 Formal contract

- 5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between NDOH and/or its clients and the enterprise(s) to whom NDOH awards the bid in whole or in part.
- 5.11.2 Any offer and/or acceptance entered verbally between NDOH and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

5.12 Instructions for submitting a proposal

- 5.12.1 One (1) original hard copy and 1 (one) electronic copy (on CD) in **PDF format** of the Bid shall be submitted on the date of closure of the Bid.
- 5.12.1.1 The original copy **must be signed in ink** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

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- 5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed.
- 5.12.4 Bids must be deposited into NDOH's Bid Box on or before **9 December 2024** not later than **11h00AM**. The Bid Box is situated at the Main Gate Entrance area of NDOH Head Office at Dr. AB Xuma Building 1112 Voortrekker Road, Pretoria Townlands 351-JR.
- 5.12.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.
- 5.12.6 Bids received after the time stipulated shall not be considered.
- 5.12.7 No proposal shall be accepted by NDOH if submitted in any manner other than as prescribed above.

6 Response format

- 6.1 Vendors shall submit response in accordance with the response format specified below. Failure to do so shall result in rejecting vendor's response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.
- 6.2 Compliance with all Tax Compliance requirements: Attach Tax Compliance Status Pin, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Compliance requirements.

6.3 **Bidder background information materials:**

- 6.3.1 <u>Bidder Operating Organisation</u> Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- 6.3.2 <u>Standards</u> Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.
- 6.3.3 <u>Company Contact(s)</u> Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

7 List of all personnel

- 7.1 List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform the tasks or functions to be assigned.
- 7.2 Identify key personnel, by employer (include subcontractor(s), and provide contact information.

8 Reasons for disqualification

8.1 NDOH reserves the right to disqualify any bidder which does not adhere to any one or more of the following, and such disqualification may take place without

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prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification post award upon request:

- 8.2 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, experience, etc.
- 8.3 bidders who received information not available to other vendors through fraudulent means; and/or
- 8.4 bidders who do not comply with *mandatory requirements* as stipulated in this RFB.
- 8.5 The list of bids received is published on the NDOH website. There shall be no discussions with any enterprise until evaluation of the bids has been completed. Any subsequent discussions shall be at the discretion of NDOH. Unless specifically provided for in the bid document, bids submitted by means of e-mail, facsimile or similar means shall not be considered.
- 8.6 All questions in respect of this proposal must be addressed by e-mail to: tenders@health.gov.za.

9 PHASE 1: Mandatory requirements

- 9.1 **Resolution letter: A resolution authorising** a particular person to sign the bid documents. The letter should be in the letterhead of the company where applicable and should be duly signed. The resolution does not apply to one-man concern business however; the ownership will be verified against CIPC or CSD reports respectively.
- 9.2 Submission of bid response document on time: Bidder must submit the bid response at the correct place within the stipulated date and time.
- 9.3 A Compulsory briefing session will be held as follows:

Date: 26 November 2024

Time: 10:00am

Venue: https://zoom.us/webinar/register/WN GVGN22NJQkyUXFmjRd2kAw

- 9.3.1 All questions after the compulsory information/briefing session must be sent per email to tenders@health.gov.za co.za on or before: **09 December 2024** at 11:00AM.
- 9.4 **System Ownership:** The system must be run on the NDoH Azure tenant. Bidder to provide documentation to support this requirement. Once the system is development it must be owned by the NDoH.
- 9.5 The Hard Copy (constitutes the legally binding bid document) All SBD and Bid Response forms must be completed in full. All fields must be completed. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). The

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signed hard copy of the bid document will serve as the legal bid document. The duly authorised designee of the entity submitting the bid must attach his/her official signature were indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way.

10 Bid preparation

- 10.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 10.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.

11 General conditions of bid and conditions of contract

- 11.1 This bid is subject to the General Conditions of Contract stipulated in this bid document.
- 11.2 The laws of the Republic of South Africa shall govern this RFB, and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.
 - 11.3 NDOH shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.
 - 11.4 NDOH Procurement Services may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.
 - 11.5 In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.

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- 11.6 In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 2 of the Response format.
- 11.7 NDOH reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.
- 11.8 Where applicable, bidders who are distributors, resellers and installers of equipment are required to submit back-to-back agreements and service level agreements with their principals.
- 11.9 By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.
- 11.10 Where applicable, NDOH reserves the right to conduct benchmarks on product/services offered during and after the evaluation.
- 11.11 NDOH reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.
- 11.12 Where the bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.
- 11.13 The bidder should not qualify the proposal with own conditions.

Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.

11.14 Should the bidder withdraw the proposal before the proposal validity period expires, NDOH reserves the right to recover any additional expense incurred by NDOH having to accept any less favourable proposal or the additional expenditure incurred by NDOH in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.

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- 11.15 Delivery of and acceptance of correspondence between NDOH and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.
- and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. NDOH shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.
- 11.17 Such cancellation shall mean that NDOH reserves the right to award the same proposal to next best bidders as it deems fit.
- 11.18 In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.
- 11.19 Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by NDOH signatory and added to this RFB as an addendum.
- 11.20 Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.
- 11.21 Bidders who make use of subcontractors. The proposal shall however be awarded to the bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between NDOH and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

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- 11.22 All services supplied in accordance with this RFB must conform to all legal requirements as per the law of the Republic of South African.
- 11.23 No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.
- 11.24 Evaluation of Bids shall be performed by an evaluation panel established by NDOH and/ or the Client.
 - Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder in accordance with the PPPFA.
- 11.25 If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.
- 11.26 The bidders' response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract.
- 11.27 NDOH has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.
- 11.28 Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.
 - 11.29 Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.

12 Bid and Specific Goals Evaluation

12.1 Price points scoring system

Phase 1: Testing compliance to the eligibility criteria (mandatory requirements) mentioned in the preceding paragraphs.

Phase 2: Bidders that have satisfied the mandatory requirements will be assessed against the technical evaluation criteria as indicated below. The service provider must achieve a minimum of **70 points** to proceed to the next phase (Phase 3), bids that fail to

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achieve the minimum threshold required points will be disqualified consequently not be considered for further evaluation.

Phase 3: In this Phase, bids will be evaluated on price.

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

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

20: Preference Points In this Phase bids will be based on Preference Points System (Specific Goals).

SPECIFIC GOALS

Points awarded for specific goals.

- 1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 2 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

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80/20 scoring system	90/10 scoring system
X	

The table below depicts the point allocation for HDI.

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

To safeguard the integrity of the bidding process, the technical and financial proposals **must be submitted in an envelope**.

Note:

 PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR) –

• TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc must be included in this bid.
- (c) All additional costs must be clearly specified.
- Bidder must complete the pricing as per table below.
- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

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13 PHASE 2: Functionality and Points Weight Allocation

- 13.1 Criteria for Functionality and Points Weight Allocation. Only Bidders meeting all the mandatory requirement in Phase 1 will be evaluated for this phase 2.
- 13.2 During this phase, bidders who scoring less than **70 out of 100 POINTS** will not qualify for Phase 3: Price and preference points

NO.	CRITERIA	WEI	GHT	SCORE
13.2.1	Proposed methodology and Project plan: The scope of work must be addressed as per Annexure A: Technical Specification. *Electronic Annexure A has been attached separately for ease of completion. No other format will be accepted.	40	Proposal addresses ALL the requirements. Did not address all the requirements.	40
13.2.2	Capacity building/Skills transfer 1. Bidders to list in their proposal how they will do Training and "in-house" capacity building in all nine (9) provinces. a) Sample training manuals, b) practical proposal, c) resources to be provided on how capacity building and skills transfer will be achieved	0	Proposal fully demonstrates how capacity building will be achieved Did not address all the requirements.	10
13.3 13.3.1	RESOURCE EXPERIENCE Lead Person/ Project Manager experience: Bidder to attach overall experience in being a Project Manager and leading a team in software implementation/ IT. *Bidder to state who the lead	10 8 6	7 years and above of relevant experience 5 - 6 years relevant experience 3 - 4 years relevant experience	10

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NO.	CRITERIA	WEI	WEIGHT	
	person is for this bid.	0	Less than 3 years of	SCORE
	*CVs to be signed by the		relevant experience /	
	owner of the CV. Unsigned	<u> </u>	CV not signed	
	CVS will be scored a zero due			
	to non-compliance to the criteria.			
13.3.2	Experience for Lead System	10	7 years and above of	10
	Architect		relevant experience	
		4	5 - 6 years relevant	
	Bidder to attach overall		experience	
	experience in being a Systems	3	3 - 4 years relevant experience	
	Architect.	0	Less than 3 years of	
			relevant experience /	
	*Bidder to state who the lead		CV not signed by the	
	personnel are for this bid.		owner of the CV.	
	*CVs to be signed by the			
	owner of the CV. Unsigned			
	CVS will be scored a zero due			
	to non-compliance to the			
	criteria.			
13.3.3	Lead Developer	10	7 years and above	10
	In the following key areas of	8	relevant experience	
	experience	0	5 - 6 years relevant experience	
	•	6	3 - 4 years relevant	
	1. Relevant experience in		experience	
	information technology	0	Less than 3 years relevant experience/ CV	
	systems designs,		not signed by the owner	
	planning, modelling, and		of the CV.	
	implementation skills			
	2. Experience in Azure			
	3. Relevant experience in			
	designing software			
	solutions using software			
	architecture design			
	principles.			
	Languages and frameworks e.g.			
	4. Web Technologies (HTML,			
	CSS etc.); Microsoft Web			
	Stack (MVC, C#, ASP.Net			
	etc.); Relational			

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NO.	CRITERIA	WEIGHT	SCORE
	Databases (Microsoft	-	
	SQL) and Strong OO		
	modelling, design, and		
	implementation skills.		
	*Bidder to state who the lead		
	personnel are for this bid.		
	*CVs to be signed by the		
	owner of the CV. Unsigned		
	CVS will be scored a zero due		
	to non-compliance to the		
	criteria.		
13.3.4	Database Administrator		10
	1. Experience with Database	10 7 years and above of relevant experience 8 5 - 6 years relevant	
	Administration, security	8 5 - 6 years relevant experience	
	setup, development, and	6 3 - 4 years relevant	
	automated deployments.	experience	
	2. Experience with backups,	0 Less than 3 years	
	restores, and recovery	relevant experience/	
	models,	CV not signed by the owner of the CV.	
	3. Experience working with		
	Microsoft BI, Azure, SQL,		
	Windows Server, including		
	Active Directory and		
	knowledge on virtualisation.		
	*Bidder to state who the lead		
	personnel are for this bid.		
	*CVs to be signed by the		
	owner of the CV. Unsigned		
	CVS will be scored a zero due		
	to non-compliance to the criteria.		
	Circeila		
13.4	COMPANY EXPERIENCE		
13.4.1	Company Track record		10
	A bidder is required to submit 2 reference letters of similar		
	nature of scope of work to the		
	one envisaged in this bid to be assessed on this criteria:		

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14 SPECIAL INSTRUCTIONS TO BIDDERS

- 14.1. Bidders shall provide full and accurate answers to all questions posed in this document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements.
 - Where required, bidders must substantiate their response including full details on how their proposal/solution will address specific functional bidder's response and be adequately referenced. If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance, and the bid SHALL be disqualified. No "unanswered" questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or commented on, it shall be regarded as mandatory non-performance/non-compliance, and the bid shall be disqualified.
- 14.2. Failure to comply with mandatory requirements SHALL lead to disqualification.

15 The objective

15.1 To contract a service provider to provide a fit for purpose, integrated PMIS that will enhance the monitoring and reporting of health infrastructure projects in all provinces of South Africa.

16 Scope

- 16.1 The Department of Health requires the services of a service provider that possesses the following:
- 16.1.1 Technical knowledge to develop a custom, self-hosted, web-based project management information system for the NDoH with comprehensive project management capabilities.
- 16.1.2 In depth knowledge and experience in Project Management methods and techniques;
- 16.1.3 In depth knowledge of legislative frameworks within the South African context; and
- 16.1.4 Proven track record for implementing systems within the public sector.

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17 The following questions must ALL be addressed and will be scored as per Criteria 1 of the Functionality Evaluation criteria:

Failure to substantiate any of the below will result in a score of 0 for this criteria.

17.1 Mapping of the Department's infrastructure project management process

The service provider will assist with the mapping of project management processes across the various role players and the full life cycle of the projects. Alignment to the management processes as defined in the latest Infrastructure Delivery Management System (IDMS) and Framework for Infrastructure Delivery and Procurement Management (FIDPM) should be incorporated. IDMS Integration Provide assistance with the integration of the project management software with the IDMS and FIDPM It is important that the software is incorporated with the IDMS and FIDPM methodology in mind. It should also include all relevant knowledge of PMBOK areas (integration-, scope-, schedule, cost-, quality-, resource-, communications-, risk-, stakeholders-, and procurement management) and processes. All applicable templates and graphics (in conjunction with NDoH) are to be provided by the service provider. In addition, the necessary training of the	Points
organisation's project staff must support these defined methodologies. Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0

17.2 **Development / provision of suitable PMIS application**

17:2 Bevelopment / provision of suitable 11113 application	
Description	Points
The proposed software application must be provided to the Department of Health. The application must be installed on the department's servers (Azure Platform) and the source code and Intellectual Property (IP) will be owned by the department. The web application should be accessible to the Departments	
and relevant stakeholders via the Internet. A detailed online user manual should be provided.	
Bidder to substantiate how all the requirement will be achieved and has provided a sample user manual	1
Bidder did not substantiate how this requirement will be achieved and or the sample user manual was not provided	0
Substantiate here:	

17.3 **Customisation & Configuration**

Description	Points
The application must be configured and customised to meet the specific	
requirements and guidelines of Health infrastructure as well as the reporting	
requirements of the users and projects. As a minimum, the reporting	

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requirements defined in the latest reporting template and the IDMS and FIDPM	
should be incorporated.	
The system will need to be integrated into the Treasury IRM system in the form	
of pushing Treasury information.	
All IP of customisation and configuration remains with the NDoH.	
Bidder to substantiate how all the requirements will be achieved	1
Bidder did not substantiate how all requirements will be achieved	0
Substantiate here:	
Substantiate nere.	

17.4 Integration

Description	Points
 The system must be open and have an API that can be used for the following: The system will need to be integrated into the Treasury IRM system in the form of pushing Treasury information. The system must also integrate with the HIPS software of the department, but accepting new projects and push project information and planning units Integration with any other system as and when it might be required 	
Bidder to substantiate how all the requirements will be achieved	1
Bidder did not substantiate how all requirements will be achieved	0
Substantiate here:	

17.5 **Data migration**

Description	Points
The service provider will be responsible for the migration of existing project data	Politis
onto the PMIS. The National and Provincial Departments of Health have	
approximately 17 500 historic and active projects, each unique in its essential	
characteristics and each needing to be managed and reported on to account for	
the use of public resources and critically, the contribution made by the	
infrastructure concerned to enable the health mandate of government to be	
achieved.	
It is important to also migrate the history of the project and not only the current	
record. The audit trail should also be migrated.	
Bidder to substantiate how all the requirements will be achieved	1
Bidder did not substantiate how all requirements will be achieved	0
Substantiate here:	
Substantiate nere:	

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17.6 **User Training**

Description	Points
The service provider is required to provide full training to the users and must be able to provide the following levels of training: · Administration training · User training · Management training · Follow-up training This training will be done at the training facilities of the Department (National Department as well as Provincial departments) and must include the disciplines of effectiveness and efficiency. Full training materials must be supplied to the users. The training will be on-going for the period of the contract, including new and relocated personnel. All relevant costs of the trainees will be the responsibility of the Department.	
Bidder to substantiate how all the requirements will be achieved	1
Bidder did not substantiate how all requirements will be achieved	0

17.7 On-Site Support & Data Take-On

Description	Points
The service provider will be responsible to assist the users during the course of the implementation by being available on site for sixty (60) months.	
Bidder to substantiate how this requirement will be achieved	1
Bidder did not substantiate how this requirement will be achieved	0
Substantiate here:	

17.8 **Go-Live Deliverables**

Description	Points
The service provider is tasked with delivering a comprehensive set of pre-go-	Foilits
live deliverables, these deliverables consist of the following, but not limited to:	
1.Project Feasibility Study/ Analysis report.	
2.Business Case.	
3.Benefit Realization.	
4.Project Initiation Document/ Project management Plan.	
5.Project Rollout/implementation plan.	
6.Project Issue log.	
7.Project Steering committee (appointment letters of members).	
8.Term of Reference of Project steering committee.	
9.List of sites if there any.	
10.Approved Disaster Recovery Plan and Testing report from service Provider.	
11.Approved Backup Policy from Service provider.	
12.Approved Backup Procedure from Service Provider with clear backup	
schedule/file path, backup tool used.	
13.Progress reports as per SLA	
14.Approved Change management policy from service provider.	
15.Approved Change management Procedure from service provider.	
Bidder to substantiate how all these requirements will be achieved	1

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Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

USER REQUIREMENTS

The proposed software application must cover the following high-level requirements:

17.9 User friendly

Description The software must be extremely user friendly and must address project management information in a simple and uncomplicated manner. A wide range of users of the system, some of which do not have project management qualifications and experience, will use the application. The application must therefore be easy to use for all users. Of importance that the system must also provide interactive help, logistical support, enhancement calls and live chat within the software for the users.	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

17.10 Management of scheduled workloads

Description The system must provide on-line management of workflows (i.e. tasks and responsibilities assigned will automatically be allocated to the workload of specific users). On-line collaboration must provide facilities for multiple people, who are working simultaneously on projects to be able to monitor their workload, provide central updates on progress and accumulate supporting information in relation to the project.	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

17.11 Web Enabled

Description	Points
The application must be 100% web enabled to allow authorised users to access it (with the necessary username and password) through a standard web browser. No software except for the web browser should be loaded on the user computer	Fonits
to access the application.	
Bidder to substantiate how this requirement will be achieved	1
Bidder did not substantiate how this requirement will be achieved	0
Substantiate here:	

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17.12 Access to Functionality

Description The application must include the functionality to allow each user group access to specific functionality. For example, a Project Managers' user group will have access to register projects whereas a Project Team Members user group will only have access to view project information and not register projects.	Points
Bidder to substantiate how all the requirements will be achieved	1
Bidder did not substantiate how all requirements will be achieved	0
Substantiate here:	

17.13 Access to Information

Description The application must have the capability to allow users belonging to a specific user group to only see specific information and not others. Thus, users belonging to Department / Sector A must only see projects that are being executed by that Department / Sector while users in Department / Sector B will only see their projects.	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

17.14 **History**

Description	Points
The application must store and secure all history of previous projects and related entities like tasks, issues, risks, costs etc. This must be available within the data store of the application and must be accessible through the application's web front-end as and when required.	Politis
Bidder to substantiate how this requirement will be achieved	1
Bidder did not substantiate how this requirement will be achieved	0
Substantiate here:	

17.15 **Audit Log**

Description	Points
A full real time audit log of all access to the application and changes to any information and data must be maintained and be available. This audit trail should also extend to system administration changes.	Fomes
Bidder to substantiate how this requirement will be achieved	1
Bidder did not substantiate how this requirement will be achieved	0
Substantiate here:	

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17.16 Tracking

Description	Points
All information and data modified must be tracked to ensure that users know	Polits
who effected changes to the information and when. This should be available real	
time through the front-end where and when applicable.	
Bidder to substantiate how this requirement will be achieved	1
Bidder did not substantiate how this requirement will be achieved	0
Substantiate here:	

17.17 Inbox / My Workspace/ Home Page

Description The application should have an Inbox / My Workspace/ Home Page screen which is specific for each user who logs into the application. This screen should show all items (tasks, risks etc.) that have been assigned to the specific user. This page should be user configurable and the option to add customizable widgets that have different graph types and can display measures like: My projects expenditure to date, Schedule Performance Index, Cost Performance Index and Earned Value.	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

17.18 Project Registration

Description	Points
Projects ideally will be registered within HIPS and need to be created	Folits
programmatically on approval of the UAMP. The system should also allow users	
with the necessary access authority to register projects through the application.	
Each project should receive a unique code and provide information pertaining to	
project such as description, objectives, time span, responsible people, etc.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

17.19 **Project Approval**

Description	Points
The application should allow for workflows where specific project stages require approval (e.g. Business Case, Gateway review, Section 42 transfer, etc.). In	
addition, specific users with the necessary access must be able to approve and	
change the stages of the project. This must be reflected on the applications and reports. Ability to add own workflows for other entities like Documents and time entries approval.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

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17.20 **Project Structure**

Description	Points
The application must allow for programme, portfolios and individual projects. In	1 Omics
addition, it must support Mother and Child relationships between projects.	
Must support the archiving of completed / closed projects	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

17.21 **Performance Dashboarding**

Description

Description	Points
The application must include graphical high-level dashboards of the underlying	Follits
data to allow senior management to get a bird's eye view of the portfolio,	
programmes and projects. Where applicable the dashboards should allow for drill	
to detail functionality. A specific example of this is a one-liner report, which	
provides information pertaining to progress made vs. planned progress, as well as total budget vs. expenditure.	
The application must also have a robot / traffic lights functionality to allow items	
to be flagged as Red – Orange – Green. This information must be available on	
reports to allow management to get a bird's eye view of the projects and	
programmes based on these indicators.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

17.22 SPECIFIC REQUIRED FEATURES FOR THE HEALTH INFRASTRUCTURE:

Points

and the second s	
17.22.1 Project List – This should form the base of the system as all other entities mentioned here will be linked to a project. Project Identification: • Project name • Project number	
Project Location: Name of province Name of local municipality/metro Name of district municipality GPS coordinates Site or erf description Title deed details [The PMIS will need to be able to cross-reference the location of the facility with an embedded cadastral mapping capability] Basic GIS functionality	

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Project Type:

- · Infrastructure Development Projects
- · Health Technology
- · Organisational Development and Infrastructure Planning
- · Other (Such as administrative or document management)

Nature of Investment and its associated sub statuses to be provided in a tree format:

- · New or Replaced Infrastructure
- · Upgrade and Additions
- · Rehabilitation, Renovations & Refurbishment
- · Maintenance and Repairs

Delivery Mechanism:

- · Individual
- · Packaged Programme

Building Technology:

- Conventional
- · Alternative Building Technology Including Parkhomes

Economic Classification:

- · Buildings and other fixed structures
- · Machinery and Equipment
- · Goods and services
- · Infrastructure transfers

Project Ownership:

The ability to link different role players to the project like:

- · Project Approver
- · Project Verifier
- · Project Coordinator/ Leader
- · Project Monitor

Project Progress:

- · Status
- · Milestone Reached
- · FIDPM Stage and Gate
- · All high-level dates like estimated and actual start and end dates for the entire project and construction.

Facility List – A facility list, with facility documentation and other information associated should be maintained of all health-related facilities. GIS capability would be a requirement on this. These should be tied to the Master Facility List (MFL) and facility list within HIPS.

Facility particulars:

- · Facility Name
- · Facility Type
- · Facility Status
- · Year Opened/ Required
- · High level information:
 - Designed capacity, wards, beds etc.
 - o Gross and net building area
 - Population catchment

Source of Project Funding and R value per source: [HFRG, ES, EPWP, donor, other]

Value of Project:

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- Total Project Cost [R]
- Estimate Type (OOM, Elemental, Priced BOQ etc.)

Key Project Level Dates:

- Date of tender
- Date of award of tender
- Completion date [as planned]
- Approved extension of time [days]
- Final completion date

Responsible parties:

- Provincial Department of Health
- National Department of Health
- Implementing Agent
- Principal Agent
- Main contractor

In each of the above instances the name, telephone and email particulars of the responsible party need to be noted.

It must also include notification & workflow to manage the scope of projects and register scope change requests and approval of information.

Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0

Substantiate here:

Description	Points
17.22.2Scheduling of tasks/activities for projects that must include:	
Planning & workflow functionality	
GANTT chart creation	
Recording of project tasks, deliverables and milestones	
Task dependencies and hierarchy	
Assigning responsibility per task	
Notification on tasks	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0

This is a crucial component of the system as all financial information is reported on monthly with the integrated Infrastructure Reporting Model (IRM) of National Treasury. · Measures budget, budget adjustments, spent and estimates to complete · Cash flow forecasting and management · All invoices and payments made through BAS are captured on the system and also reported to IRM. · Ability to lock financial periods and keep opening and closing balances · Alignment to the PFMA Bidder to substantiate how all these requirements will be achieved

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Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

Description	Points
17.22.4 Commitment Register	Politics
Must include the ability to produce a commitment register	
· List of contracts issued	
· Contract values	
· Expenditure against the contract	
· Remaining balances	
· Opening and closing balances	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

Description 17.22.5 Variation orders / scope changes / extension of time · Must include the ability to log variation orders, scope changes, and extensions of time · Must have the ability to do online approvals of changes	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

Description	Points
17.22.6 Work in Progress Register and Asset Register	
Must include the ability to compile the asset register for buildings and other	
fixed structures	
Opening and closing balances per financial year	
· Project status to determine the register the project is placed on	
· Movement between registers to be shown	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how these requirements will be achieved	0
Substantiate here:	

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 Project scope Quality Safety Contractor payments Labour relations Contract dispute Weather Other (Specify) Generate Risk register Bidder to fully substantiate how all these requirements will be achieved Bidder did not fully substantiate how these requirements will be achieved 	Description 17.22.7 Risk management Must include risk identification, categorization, rating, notification and assigning of responsibility to manage the risks. Risk management will need to monitor the following: · Cost · Time	Points
Bidder to fully substantiate how all these requirements will be achieved 1	 Safety Contractor payments Labour relations Contract dispute Weather 	
Blader to fairy substantiate now an enese requirements will be deliced	Generate Risk register	
bidder did not fully substantiate now these requirements will be achieved U		
Substantiate here:		U

Description 17.22.8 <u>Issue management</u>	Points
Of importance here is the notification, workflow, history tracking and reporting of issues by assignee, status, type and priority.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

Description	Points
17.22.9Packaged Projects	
Projects that are delivered through a packaged procurement approach should also be catered for. Emergency and backlog maintenance are good examples of this. Parent and child project configuration.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

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Description	Points
17.22.10 <u>Data Quality Management</u>	Folits
A system should provide a way of monitoring the quality of information. This quality can refer to frequency of updates if the project timelines are in line with the progress related fields and cost information is aligned across different entities. It is important that these quality indicators be configurable by the PMIS Administrator and be accessible from the front end. It should also cater for action items to enable the tagging of users with quality and meeting related actions	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

Description 17.22.11User-friendly system configuration and administration The system should support a user-friendly, interface for administrators to make system configuration changes without coding or the need of a developer. A user in an administrator role should have access to the following functionality: Creating or modifying project related entities. Adding, editing project fields. Adding, editing data field lists or drop downs. Creating dependencies between fields. Template project creation.	Points
Security adjustment, ability to manage user access and functionality.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	•

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Description	Points
17.22.12Quality Management	Folits
In this regard it is required to create a matrix showing whether or not certain	
identified matters have been taken account of in the project, as well as noting	
the applicable date the matter was attended to. The matters identified are as	
follows:	
· Conclusion of an agreement to secure the rights to develop a health facility	
on the land in question [e.g. agreement of sale, lease or access agreement]; · Site and building plans approved;	
· Geotechnical assessment completed;	
· Compaction tests for earthworks;	
Testing and hand over of civil services;	
· Foundation design completed and approved;	
· Termite control fumigation;	
· Approval of roof design and specification;	
· Foundation inspection and approval;	
· Concrete testing;	
· Roof inspection and approval;	
· Final building inspection [all aspects];	
· Electrical clearance certificate;	
· Testing and certification of mechanical equipment;	
· HT equipment installation completed;	
· HT equipment training completed; and	
· Occupation certificate obtained	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

Description	Points
17.22.13 <u>Document Governance</u>	Polits
As part of compliance to the FIDPM framework specific documents should be captured at certain stages of a project. A system should be capable of monitoring this compliance.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

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Description	Daimta
17.22.14Detailed project reporting documents	Points
The software must generate and filter reporting documents on all project	
information. The software must generate consistent, accurate filter progress	
(performance) reports, including graphs, on the following for (a) each project	
(b) projects per district (c) projects per province (d) all the projects:	
Project stage or phase	
Per stage reached in the project life cycle:	
Investigation/assessment	
Viability study	
Preparation of the project brief/scope of work	
Appointment of planning/design professionals	
Concept design	
Design development	ļ
Preparation of technical documentation	
Tender phase	
Award of contract	
Construction	
Practical completion	
Commissioning	
Final account and close out	
❖ Building progress	
In this instance it is necessary to monitor the percentage of building work	
completed. Reasons for any construction delays need to be noted.	
Project checklist information (e.g. retention money paid)	
 Actual versus planned expenditure report 	
❖ Cash flow reports	
A schedule is to be created showing the:	
Original projected cash flow	
•Revised projected cash flow [including VO's etc.]	
•Actual expenditure and projected cash flow against a horizontal scale of	
months of the year. A graphic presentation illustrating cumulative original cash	
flow as against cumulative actual expenditure and projected cash flow needs	
to be created from the actual figures contained in the schedule.	
Cost (over budget or under budget) and schedule (behind schedule or ahead of	
schedule) performance indices.	
	4
Bidder to substantiate how all these requirements will be achieved	0
Bidder did not substantiate how all these requirements will be achieved	U
Substantiate here:	

17.23

Description Unlimited storage for documents, projects and project related entities.	Points
The system must provide unlimited storage capacity to accommodate the dynamic and growing volume of documents, projects, and associated information. The storage solution should be scalable to handle the expanding needs of the department, ensuring that users can store and retrieve data without constraints.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

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Description	Points
Document Management	Polits
The application must have a documentation management module, which will allow all documents (of formats Word, Excel, PowerPoint, PDF, Project and graphics) to be uploaded and stored within the application. A selection of project photographs need to be allowed for. The PMIS must have the capability to archive previous photographs submitted and record only current photographs on the project profile. All photographs on the profile and those archived must be dated. The application should allow for the storing of all versions of a specific document. The application should have the ability to use folders and structures in the document section. The application should allow for documents to be linked to other data in the application as and when required. For example, the Risk Mitigation Plan for a specific risk should be able to be linked to the applicable risk. Bulk downloading and uploading are also an essential feature.	
It should facilitate synchronization with file structures locally and upload documents in the background whenever the user is online. It should also enable the download of an entire data library via the same mechanism as if users have access to it.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

17.25

Description	Points
Time Entries Functionality.	7
Users should be able to capture time entries related to time spent on project activities like issues, risks, tasks, and other related entities. Included in the reports a weekly and monthly time sheet report would be required and the ability to send time entries for approval (Approval workflow).	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

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Description				
IT Service Continuity				
 Backup policy and procedures according to the Auditor General (AG) requirements Backup log and evidence of restore done Backup transfers to offsite location Disaster Recovery Plan (DRP) Evidence of testing DRP List of all incidents with the following attributes: Unique incident number Category/classification Priority Status (open/closed) Responsible person Date closed/resolved Person who resolved 				
Resolution steps/efforts				
Bidder to substantiate how all these requirements will be achieved	1			
Bidder did not substantiate how all these requirements will be achieved	0			
Substantiate here:				

17.27

Description	Points				
User Access Management					
User Management					
This function is vital as new users are added continuously and it must be ensured					
that the new users receive the appropriate training and the correct access to the					
system. User's also change roles, move to other departments, or leave the					
department completely. This also needs to be managed actively as a requirement					
from the AG. Understanding when last a user logged in assisted in managing the					
user audience and remove any dormant users					
Alignment to the current user access management policy					
User access electronic form with online approval					
 System generated log of al user amendments that include: 					
o Access creation date					
 Access amendment date 					
 Access termination date 					
 Functions allocated to each user/ user group 					
 User account status 					
 Last login date 					
o Password reset date					
Bidder to substantiate how all these requirements will be achieved	1				
Bidder did not substantiate how all these requirements will be achieved					
Substantiate here:					

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Description	Points
Methodology, Process and Templates	Politics
The application must allow for easy access to online PMBOK methodology, linking to interactive process descriptions, templates, guidelines, and procedures in a consistent, yet simple user-friendly format.	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	•

17.29 **SPECIFIC TECHNICAL REQUIREMENTS**

The proposed software application must answer the following technical requirements:

Description	Points
17.29.1 Web-Front End Does the system provide a web-based user-interface? Are all the functionalities of the system available through web front-end (i.e. no separate fat client interface required for power users)? Is the web front-end well-crafted in pure HTML, CSS, and JavaScript, etc. This means it does not rely on extra components such as ActiveX or Java that need to be installed on a PC.	
Is Microsoft Edge and Google Chrome supported?	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate all how these requirements will be achieved	0
Substantiate here:	

Description 17.29.2 <u>Scalability</u>	Points
Can the system scale to several thousand users, using commodity hardware? Can the database server layer be run on a separate server/s from the application layer?	
Does the system make use of caching to reduce the load on the database server?	
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0
Substantiate here:	

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17.29.3Application Program Interface (API) Is an API provided as part of the solution to provide system to system integration? Is all the functionality of the system available through the API web methods? Can the API be used to extract data for reporting, or data warehousing purposes?	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0

Description	Points				
17.29.4 Security					
The Auditor General has set minimum requirements for the security of the					
system. Password length, complexity, expiry, and history should comply to					
these minimum requirements. Users' functionality should be limited and					
commensurate with their roles/ job titles within the department for example a					
project administrator cannot have the same access as a finance user. Access					
should also be limited to what information a user can see based on his user					
group. A user from Limpopo DOH should only be able to see projects in his					
province and no other provinces' projects. Thus, functionality associated should					
be configurable in terms of data (what a person can see) and functionality					
(what a person can do)					
Secure Password Storage:					
Use strong, industry-standard hashing algorithms (e.g., bcrypt, Argon2) to socurely store user passwords					
to securely store user passwords.Add a unique salt to each password before hashing to prevent rainbow					
table attacks.					
Password Policies:					
 Enforce strong password policies, including minimum length, complexity 					
requirements, and password expiration.					
Account Lockout Mechanism:					
 Account lockout policies to prevent brute-force attacks. 					
 Lock user accounts temporarily after a certain number of failed login 					
attempts.					
Secure Password Recovery Mechanism:					
 Secure and user-friendly password recovery mechanism. 					
Secure Transmission:					
 Use HTTPS (SSL/TLS) to encrypt data transmitted between the user's 					
device and the server.					
Session Management:					
Secure session management to handle user sessions after					
authentication.					
Secure, randomly generated session IDs.					
Multifactor Authentication					
Bidder to fully substantiate how all these requirements will be achieved	1				
Bidder did not fully substantiate how these requirements will be achieved	0				
	_				

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Description	Points				
17.29.5 Network Utilisation					
Is the system efficient in terms of bandwidth utilization and consist of the					
following characteristics:					
Data Compression					
Caching Mechanism					
Load Balancing					
Efficient Data Formats like JSON instead of XML					
Bidder to substantiate how all these requirements will be achieved	1				
Bidder did not substantiate how all these requirements will be achieved					
Substantiate here:					

17.29.6 Ownership of the solution The ownership of the Intellectual Property (IP) should reside with the National Department of Health (NDOH), except for instances where the IP is already in the public domain, such as the Infrastructure Delivery Management System (IDMS), in alignment with the Project Management Institute (PMI). The standard structures and concepts inherent in the Project Management Information System (PMIS) are thus also excluded from the IP. Upon the project's conclusion, the source code for the solution is required to be transferred to the NDOH through a well-documented process. Additionally, the resource requirements for maintaining the solution should be thoroughly documented and communicated to the NDOH at the project's commencement. This early communication is essential to provide the NDOH with sufficient time to establish the necessary resources within their environment.	Points
Bidder to substantiate how all these requirements will be achieved	1
Bidder did not substantiate how all these requirements will be achieved	0

<u>Description</u>				
17.29.7 IMPLEMENTATION TIME FRAME	Points			
The successful bidder should as part of their bidding documents provide a detailed schedule outlining specific timelines to achieve the above deliverables. This schedule is expected to provide an in-depth overview of all stages within the development lifecycle and include Data migration and a Piloting phase. The Department reserves the right to terminate the contract based on non-performance, non-delivery, misrepresentation of experience and qualifications.				
Bidder to substantiate how all these requirements will be achieved	1			
Bidder did not substantiate how all these requirements will be achieved	0			
Substantiate here:				

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18The following questions are regarded as non-mandatory requirements:

The bidder will be given points regarding the following non-mandatory requirements to fulfil the process of best fit solution. All "unanswered" questions will be given no score a. If a response to a question has been indicated as not comply bidder must substantiate why they have not complies with the requirement. Failure to full in this section shall be regarded as non-performance and will also influence the rating negatively.

18.1

	Bidders must pr ndicating how	ethodology proposed	ach cle will	arly be	Comply	Not comply
i	mplemented.					
9	Substantiate					

18.2

Bidders must submit a project plan with an associated project schedule	Comply	Not comply
Substantiate		

18.3

Bidders must demonstrate their knowledge of Project Management Principles and Software.	Comply	Not comply
Substantiate		

18.4

Bidders must demonstrate their experience in developing and implementing software for government.	Comply	Not comply
Substantiate		

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Bidders must demonstrate how their solution will address	Comply	Not comply
the following requirements:	Compiy	itot compiy
 Knowledge areas (integration; scope; time; 		
cost; quality; HR; communication, risk		
management, procurement management and		
stakeholder management.)		
Scheduling functionality		
Administrator function		
Helpdesk (In-app chat)		
Web-based interface		
Security		
Document Management		
 Application Programming Interface (API) 		
 User friendly interface and general impression 		
Substantiate		

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19 Duration of the Project

The contract will be for a period of five (5) years, NDoH will conduct performance assessments quarterly and review after twelve (12) months based on performance in line with the service level agreement (SLA) to be entered into with the successful Service Provider.

The scope of work that is envisaged has been detailed in the preceding paragraphs based on the project implementation plan to be finalized after the inception meeting at the contracting stage.

20 Supplier Due Diligence

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. During the due diligence process, the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof or terminate the contract due misrepresentation in competing for this bid.

The Department of Health reserves the right to reject any service that is not compliant with the specifications and any other legislative framework.

The Department reserves the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the services.

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