



Province of the  
**EASTERN CAPE**  
HEALTH

**PART A**  
**INVITATION TO BID**


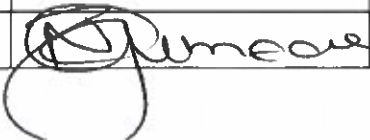
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF HEALTH					
BID NUMBER:	SCMU3-21/22-0268-HO	CLOSING DATE:	16 NOVEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	PROCUREMENT OF IMPLEMENTING RESOURCES TO IMPLEMENT AND PROVIDE SYSTEMS SUPPORT TO THE HEALTH MANAGEMENT SYSTEM (HMS <sup>2</sup> ) TO 28 HEALTHCARE FACILITIES ON SITA CONTRACT, RFB1183 FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT, Ground Floor					
Global Life Building					
Phalo Avenue					
Bhisho					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philasande Mtheleli		CONTACT PERSON	Philasande Mtheleli	
TELEPHONE NUMBER	040 608 9501/083 303 3728		TELEPHONE NUMBER	040 608 9501/083 303 3728	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Philasande.mtheleli@echealth.gov.za">Philasande.mtheleli@echealth.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Philasande.mtheleli@echealth.gov.za">Philasande.mtheleli@echealth.gov.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."


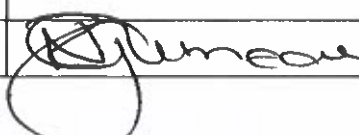
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

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## 2 **DEFINITIONS**

- 2.1 The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.
- 2.2 In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>ECDOH</b>	means the Eastern Cape Department of Health.
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>o The cover page and the table of content and definitions</li> <li>o Part 1 which details the Conditions of Bid;</li> <li>o Part 2 which details the Conditions of Contract and Operational Requirements;</li> <li>o Part 3 which details the bid strategy</li> <li>o Part 4 which details the Specifications relating to the Technology / Services</li> <li>o Part 5 which contains all the requisite bid forms and certificates;</li> </ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

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## **PART 1**

### **Conditions of Bid**

#### **1 BACKGROUND AND INTRODUCTORY PROVISION**

##### **1.1 BACKGROUND**

The eastern cape department of health requires systems developer and Information systems security resources that must work with the ECDOH ICT department to develop and enhance systems within the ECDOH. The resources will work during normal business hours from 08h00 to 16h30, Monday to Friday. The contract period will be for 3 years. The department requires dedicated resources and the successfully bidder and resources will be required to sign a non-disclosure agreement with the department that will prohibit the service provider and developers to disclose any intellectual property and source code from the department to any other entity. The service providers must be accredited for the SITA RFB 1183 for the Eastern Cape.

1.2 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with its bid. Bidders must take careful note of the special conditions.

1.3 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

1.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

1.5 Respondents are required to submit costing on a Rates based per item solution.


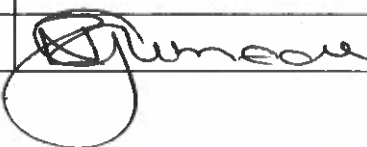
1.6 Should a service provider not meet any of the listed Mandatory Requirements the submission will be disqualified.

#### **2 CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

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### 3 ENQUIRIES

- 3.1 Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

### 4 QUESTIONS AND ANSWERS PROCESS

- 4.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address: [Philasande.mtholeli@ecdh.gov.za](mailto:Philasande.mtholeli@ecdh.gov.za). The last day for submission of questions is the 9<sup>th</sup> of November 2021 and in-turn the department will respond.

### 5 PREFERENCE POINTS CLAIM FORMS


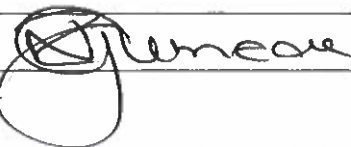
- 5.1 Part 5 – Schedule L contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

### 6 PRICING

- 6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.
- 6.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part H – Schedule E.
- 6.5 Applications for price adjustments must be submitted in a formal letter listing the items applicable to the adjustment and accompanied by documentary evidence in support of any adjustment claim.

### 7 PARTNERSHIPS AND LEGAL ENTITIES

- 7.1 In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

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## **8 CONSORTIA**

- 8.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 8.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 8.2.1 It shall be signed so as to be legally binding on all consortium members
- 8.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 8.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;
- 8.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 8.2.5 The Consortia must be accredited by SITA for RFB1183 and the ICN required.

## **9 ORGANISATIONAL PRINCIPLES**

- 9.1 The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule I.

## **10 DECLARATION OF INTEREST**


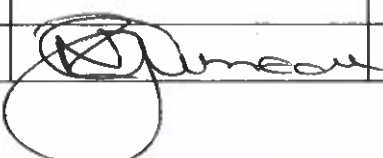
- 10.1 The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule E.

## **11 DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT-**

- 11.1 The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule J which completed form, must be submitted together with the bid.

## **12 FINANCIAL PARTICULARS**

- 12.1 Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule K.

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### 13 VALIDITY

- 13.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

### 14 ACCEPTANCE OF BIDS

- 14.1 The ECDOH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the ECDOH, of certain requirements which the ECDOH, considers to be of minor importance and not complied with by the bidder.

### 15 NO RIGHTS OR CLAIMS


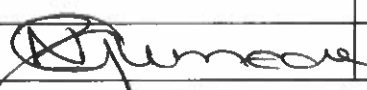
- 15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the ECDOH. The ECDOH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 15.2 Neither the ECDOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

### 16 NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDOH.
- 16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

### 17 ACCURACY OF INFORMATION

- 17.1 The information contained in the invitation to bid has been prepared in good faith. Neither the ECDOH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available

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in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.


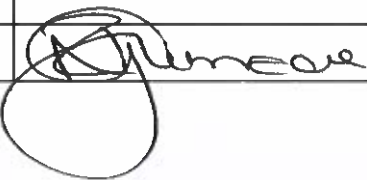
- 17.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## 18 COMPETITION

- 18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 18.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 18.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 18.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## 19 RESERVATION OF RIGHTS

- 19.1 Without limitation to any other rights of the or the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to:-
- 19.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 19.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 19.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 19.2 ECDOH reserves the right to retain the Bidder's Proposal for audit purposes. ECDOH will return the Bidder's Proposal only upon written request being made to ECDOH and on condition that ECDOH will be allowed to make the necessary photocopies of the Bidder's Proposal for record purposes, at ECDOH's cost.
- 19.3 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to ECDOH will be borne exclusively by the Bidder.
- 19.4 Proposals will remain valid for a minimum period of **120 (One hundred and twenty) days** from the closing Date.
- 19.5 All Proposals and supporting documentation must be submitted in **English**.

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## 20 PROPOSAL COMPLIANCE

### 20.1 Submission of Requested Documents.

20.1.1 The Bidder's Proposal must contain all documents requested and the failure to submit requested documents may result in disqualification. If the Bidder fails to submit either or both of **SBD 6.1 and its BEE certificate or Sworn Affidavit** the Bidder's Proposal will score zero for the BBEE criterion in the 80/20 evaluation.

### 20.2 Disqualification of Non-compliant Proposals, ECDOH may reject a Proposal which:

20.2.1 is conditional on ECDOH's acceptance of substantial deviations from the Proposed Contracts in this PROPOSAL;

20.2.2 substantially deviates from the Proposed Contracts included in this PROPOSAL;

20.2.3 fails to commit to the key deliverables required by this PROPOSAL;

20.2.4 does not contain the correct number of copies, or if copies are submitted in an incorrect format; or is non-compliant in any respect.


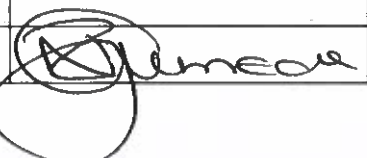
20.2.5 ECDOH may in its sole discretion decide to condone non-compliance by a Bidder with any of the administrative requirements set out in this PROPOSAL. In such an event ECDOH may allow the Bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as ECDOH may determine, after the Bidder has been notified by ECDOH of such defect.

20.2.6 The starting point for travelling will be claimed from the East London office, where applicable, and must be approved and verified by the line manager, payable at determined and payable as per the South African Government rate and policy guidelines. The travel rates will be determined as per the government rates in relation to the types and models of vehicles used at the time of performing a service up to a maximum of 3500 cc.

20.2.7 The service provider must provide own accommodation that must be in compliance with the South African Government rates (National Treasury regulation) and policy guidelines. Any claim for traveling and/or accommodation must be approved by the line manager prior to undertaking any trip.

## 21 SPECIAL CONDITIONS

- The bidder must be accredited with SITA RFB 1183 for the Eastern Cape for the ICN requested (ICN number 81112011-0038) for in the Bid. The bidders must submit the latest accreditation certificate.

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- 21.1.1 The department requires the successful bidder and human resources to sign a non-disclosure agreement with the department that will prohibit the service provider and resources to disclose any intellectual property from the department to any other party.
- 21.1.2 Each bidder should ensure that it is thoroughly familiar with the tender documents and understands the obligations that will apply if the proposal is accepted by the ECDoH.
- 21.1.3 It is the responsibility of each bidder to obtain for itself at its own expense any additional information necessary for the preparation of the tender.
- 21.1.4 All information supplied by the ECDoH in connection to this invitation to tender shall be treated as confidential. Should bidders believe that they require further information, they are invited to contact the supply chain management.
- 21.1.5 Any queries relating to the tender documents should be sent in writing to the procurement office to arrive no later than five days before the close of the bid. The procurement office may if the necessary issue is written circulars to bidders amending or clarifying the bid documents.

## 22 EVALUATION CRITERIA


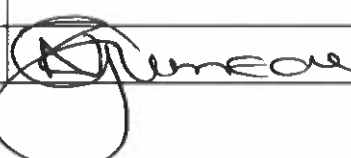
### 22.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance / pre-qualification
- Stage 2: Evaluation of compliance to Non-Negotiables
- Stage 3: Functionality compliance
- Stage 4: Price and B-BBE points

The stages are detailed below:

## 23. Administrative Compliance

- 23.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid specifications issued by the ECDOH as part of the bid process.
- 23.1.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a Proposal for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.

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- 23.2 Where the Bidder's Proposal fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 23.2.1.1 reject the Proposal in question and not to evaluate it at all;
- 23.2.1.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;
- 23.2.1.3 in any event permit the Proposal to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.
- 23.2.1.4 The following criteria shall apply:
- 23.2.1.5 The bid documentation has been completed comprehensively and correctly.
- 23.2.1.6 Bidders must be a legal entity or partnership (consortium is acceptable subject to Bid Documents and Specifications).


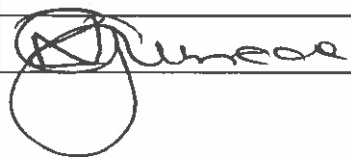
#### 24. NON-NEGOTIABLE REQUIREMENTS

- 24.1 If your bid, do not comply to the non-negotiables your bid will be non-responsive and you will not continue to the next phase.

#	Requirement	Complied		Document reference
		YES	NO	
A	The bidder must provide proof of SITA current accreditation to provide services in the Eastern Cape for <b>SITA RFB1183, ICN: 81112011-0038,</b> Business Solution Implementation - Application / ICT/COTS Training			

**Failure to comply with the above non-negotiables will render your bid nonresponsive and not evaluated any further.**


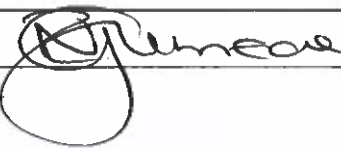
- 24.1.1.1 Submission of the following documents:

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021


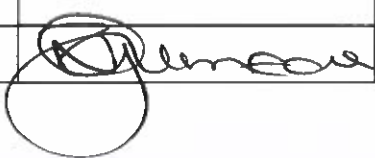
#	Requirement	Complied	
		YES	NO
B	Proof of CSD registration		
C	Invitation to Bid (SBD1)		
E	Pricing Schedule (SBD 3.1)		
F	Declaration of Interest (SBD 4)		
G	Declaration of Past SCM Practices (SBD 8)		
H	Certificate of Independent Bid Determination (SBD 9)		
I	Preferential Points Claim (SBD 6.1)		
J	Original hardcopy of the submission		

## 25. FUNCTIONALITY EVALUATION

NO.	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA	EVIDENCE REQUIRED
1	Experience with the implementation of Electronic medical record / Electronic health record solutions to clients within the healthcare space within the private and/or public sector.	10	<p><b>10 Points</b> – More than 5 similar Electronic medical record / Electronic health record projects implemented</p> <p><b>4 Points</b> – Between 3 to 5 similar Electronic medical record / Electronic health record projects implemented</p> <p><b>0 Points:</b> Less than 3 projects implemented</p>	<p><b>Provide a list of projects implemented with the client detail where the project was implemented.</b></p> <p><b>A short brief per project and the success thereof must also be included</b></p>


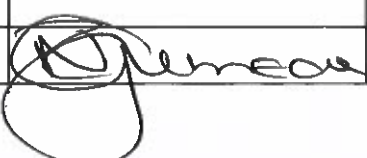
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NO.	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA	EVIDENCE REQUIRED
2	Proven track record of project management experience with the implementation of software solutions within the private and/or public sectors.	10	<p><b>10 Points</b> – Greater than 5 projects successfully implemented</p> <p><b>5 Points</b> – Between 3 to 5 projects successfully implemented</p> <p><b>0 Points</b> – Less than 3 projects successfully implemented</p>	Provide a list of projects implemented and the clients with contact details where the projects were implemented
3	A qualified and experienced Project manager that will ensure the delivery of the work packages as per table 4.1	10	<p><b>10 Points</b> – Certified project manager that successfully implemented 5 or more projects</p> <p><b>5 Points</b> – Certified project manager that successfully implemented 3 or more projects</p> <p><b>0 Points</b> – Certified project manager that successfully implemented less than 3 projects</p>	<p>CV of Project manager, with all qualifications attached</p> <p>Project manager Certification is essential</p> <p>If any of the required document is not attached the bidder will receive a 0 score</p>
4	Project Methodology and Approach for the system implementation as per table 4.1 and 4.2 requirements	10	<b>10 Points</b> – Ability to deliver more than 3 concurrent implementations of	A project plan (Work Breakdown Structure) that caters for the concurrent


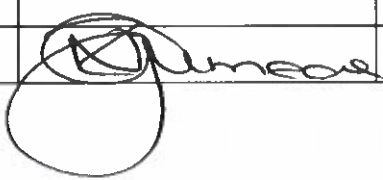
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NO.	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA	EVIDENCE REQUIRED
			<p>the system to different healthcare facilities</p> <p><b>5 Points</b> – Ability to deliver between 2 to 3 concurrent implementations of the system to different healthcare facilities</p> <p><b>0 Points</b> – Ability to deliver only 1 concurrent implementations of the system to different healthcare facilities</p>	<p><b>implementation of the HMS2 system to more than one healthcare facilities at a time</b></p>
5	Ability to provide computer literacy training to health workers	5	<p><b>5 Points</b> – 5 years or more experience in providing computer literacy training</p> <p><b>3 Points</b> – 3 to 5 years experience in providing computer literacy training</p> <p><b>0 Points</b> – Less than 3 years experience in providing computer literacy trainings</p>	<p><b>Provide proof the approach that will be followed to ensure that sound computer literacy training is provided</b></p>

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NO.	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA	EVIDENCE REQUIRED
6	Sufficient experience with accounting skills for debtor and creditor management that will be required for the patient billing module	5	<p><b>5 Points</b> – 5 years or more experience with the management of debtors and creditors</p> <p><b>3 Points</b> – 3 to 5 years experience with the management of debtors and creditors</p> <p><b>0 Points</b> – &lt; 3 years experience with the management of debtors and creditors</p>	<b>Provide proof that the service provider has sufficient experience for debtor and creditor management</b>
7	<p>Sufficient experience in providing support to end users as detailed in the scope of work and table 4.1, work package 5</p> <p>This is critical to ensure that healthcare facilities receive good support to work package 5</p>	10	<p><b>10 Points</b> – 5 or more support contracts that has been running for a period of <b>3 years or more</b> with clients in providing end user support</p> <p><b>5 Points</b> – 3 or more support contracts that has been running for a period of <b>2 years or more</b> with clients in providing end user support</p>	<b>Proof of prior support contracts, with support details provided to clients</b>

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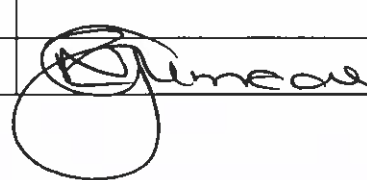
NO.	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA	EVIDENCE REQUIRED
			0 Points – Less than 3 support contracts that has been running for a period of less than 1 year with clients in providing end user support	
	<b>TOTAL</b>	<b>60</b>	<b>Minimum points required = 48</b>	

- a) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements.
- b) These marks will be added and expressed as a fraction of the best possible score for all criteria.
- c) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of **80%** for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- d) Any proposal not meeting a minimum score of **48** points for functionality proposal will be disqualified and the financial proposal will remain unopened
- e) The value score for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion.

● **B-BBEE Status Level Verification Certificate(s)**

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. For Bidders bidding as a Consortia / Joint Ventures / Sub-contractors, consolidated BEE certificate for the JV must be submitted certified copies of B-BBEE Verification Certificates. Failure to submit BEE certification will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

● **Consortia / Joint Venture Agreement (where applicable)**

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Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form

- **Company Registration Documents**

Company registration with CIPC will be verified on CSD.

- **Declaration of Interests (SBD 4)**

Bidders must complete in full and duly sign returnable forms for declaration of interest and submit with the bid.

- **Declaration of Past Supply Chain Management Practices (SBD 8)**

Bidders must complete in full and duly sign returnable forms for declaration of past supply chain management practice and submit with the bid.

- **Declaration of Independent Bid Determination (SBD 9)**

Bidders must complete in full and duly sign returnable forms for declaration of independent bid determination and submit with the bid.

- **Summary Form of Offer (SBD1)**

Bidders must complete in full and duly sign the bid form of offer (SBD 1) using ink. An incomplete form of offer with missing fields shall make the bid non-responsive and shall lead to disqualification.

- **Pricing Schedules**

Bidders must complete in full, initial and duly sign the returnable pricing schedules (SBD 3.1) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

- **Compulsory Briefing Session**

There will be no Compulsory Bid Briefing and bidders must send email queries to the email address reflected on the first page of this invitation to bid.

- **Central Supplier Database Registration**

Bidders must submit valid proof of registration with the National Treasury central supplier database.


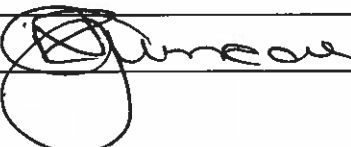
## 25.1 STAGE 2: PRICE AND BEE SCORE EVALUATION

25.1.1 In terms of regulation 6 of the Preferential Procurement Regulations of 2017 responsive bids will be adjudicated on either the 80/20 -preference point system in terms of which points are awarded to bidders on the basis of:

- The Bid Price: 80 (maximum 80 points)
- B-BBEE status level of contributor: 20 (maximum 20 points)

25.1.2 The following formula will be used to calculate the points for price:

$$P = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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Where:

Ps: Points scored for comparative price of bid under consideration


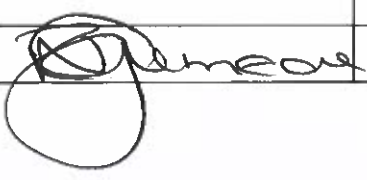
Pt: Comparative price of bid under consideration

Pmin: Comparative price of lowest acceptable bid

- 25.1.3 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

- 25.1.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy or sworn affidavit in case of EME's and QSE's thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 25.1.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 25.1.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.
- 25.1.7 Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 25.1.8 The ECDOH may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 25.1.9 The points scored will be rounded off to the nearest 2 decimals.
- 25.1.10 The Purchaser reserves the right to negotiate further with preferred bidders where prices are above the targeted range by the Purchaser.
- 25.1.11 The Purchaser reserves the right to split-award contracts where an opportunity to optimise value exists.
- 25.1.12 The Purchaser reserves the right to split-award contracts per health service region or regions to more than one preferred bidder.
- 25.1.13 The following strategy for splitting award between two bidders might apply:


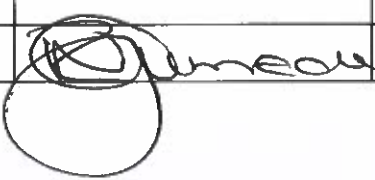
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Category	Difference between points	Recommended percentage split
A	Equal points	50/50
B	0,1 – 5%	70/30
C	5,1 – 10%	80/20

- 25.1.14 Where two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 25.1.15 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 26. PROCESS FOLLOWING EVALUATION

- 26.1 Following ECDOH's evaluation of the Proposals, ECDOH has the right to, inter alia, in its sole discretion:
- 26.1.1 undertake a Bidder clarification and/or Best and Final Offer (BAFO) process with regards to certain components of the Proposal and/or the Proposal as a whole;
  - 26.1.2 shortlist 1 (one) or more Bidders who will be referred to as preferred Bidder/s;
  - 26.1.3 conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide ECDOH with all such access, assistance and/or information as ECDOH may reasonably request. The Bidder must respond within the timeframes set by ECDOH, failing which ECDOH reserves the right to withdraw a Bidder's status as a preferred or reserve Bidder; and/or take any other action it deems appropriate.
- 26.2 ECDOH reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by ECDOH which in ECDOH's reasonable opinion justifies such revision.
- 26.3 Upon completion of its evaluations, ECDOH may select one or more preferred Bidders for any one or more Options.
- 26.4 ECDOH will be under no obligation to select the Bidder with the highest number of points.
- 26.5 Upon an award, a successful Bidder will be required to enter into and sign the relevant Proposed Contract(s) with ECDOH. In this regard, ECDOH will enter into negotiations with the Bidder with a view of concluding a Proposed Contract(s). ECDOH will be entitled to cease negotiating with a Bidder and to negotiate with another Bidder if ECDOH, in its sole discretion, is of the opinion that:
- 25.6 the Bidder has made misrepresentations in its Proposal;



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- 25.7 the Bidder is attempting to withdraw from positions or commitments made in its Proposal;
- 25.8 the Bidder is not negotiating in good faith; or
- 25.9 a contract may not be expeditiously concluded with the Bidder for any other reason.
- 25.10 By submitting a Proposal, the Bidder will not have any claim whatsoever against ECDOH in the event that:
- 25.10.1 such Proposal is disqualified due to non-compliance by the Bidder with any of ECDOH's requirements; or
- 25.10.2 such Bidder disagrees with the results of the PROPOSAL evaluations performed by ECDOH; or
- 25.10.3 a contract is awarded by ECDOH to a Bidder on terms and conditions that were negotiated after the award of the Proposal and that differ from those set out in this PROPOSAL and/or the Proposed Contract(s) submitted by the Bidder as part of its Proposal attached to this PROPOSAL, provided that such deviation is required in order to align the Proposed Contract(s) with the accepted Proposal.
- 25.11 ECDOH will inform unsuccessful Bidders in writing of the outcome of the PROPOSAL process.

## **PART 2**

### **Conditions of Contract and Operational Requirements**

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## 1) CONTRACT

The contract for the provision of the required Services in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health.

## 2) FEES AND CHARGES

- a. In consideration of the Services the contractor shall be paid the fees stipulated in the completed Bid Price Schedule attached as Part C – Schedule 5, which fees shall be paid in accordance with the payment provisions contained in paragraph 16 of the General Conditions of Contract (GCC).
- b. The stipulated bid prices shall be fixed (firm) for the first 12 months. Price increase for Yr2 will be based on Y1 plus CPI and Y3 based on Y2 plus CPI.
- c. Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- d. To the extent that the ECDOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

## 3) SERVICE MANAGER



The contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specifications and any service level agreement implemented.

## 4) RELATIONSHIP MANAGER

The contractor shall appoint a relationship manager who shall be responsible for liaising and meeting with the ECDOH.

## 5) GENERAL RESPONSIBILITIES OF THE CONTRACTOR



- a) Save as provided for otherwise in the Specifications, the contractor shall at its cost maintain, replace, replenish all commodities, materials and equipment used in the provision of the Services as required to enable contractor to comply with its obligations stipulated in the contract, as required to ensure that such commodities, materials and equipment can be used in a safe and cost effective manner and as required in accordance with good industry practices.
- b) **the ECDOH's operational requirements.** The contractor shall, in the provision of the Services, have due regard to the operational requirements of the Department of Health.
- c) **Other Service Providers** - The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDOH, co-operate fully with such persons.

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- d) **Regulations and statutes** - The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- e) **Compliance with procedures.**
- Should the ECDOH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDOH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- f) **Contractor's procedures.** The contractor shall, upon receipt of written request from the ECDOH:-
- Provide the ECDOH with copies of all contractor's operating procedures and processes relating to the Services;
  - **Service Reports.** The contractor shall, upon written request provide the ECDOH with such reports relating to the Services as may be stipulated in the Specifications, or as may be reasonably required by the ECDOH to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.
  - **Obligations relating to contractor's personnel.** The contractor shall :-
    - i. Employ suitably qualified and trained personnel to provide the Services;
    - ii. Provide the ECDOH upon request with full details regarding contractor's personnel who will be involved in the provision of the Services, including the capacity in which such personnel will be employed, references and employment history of such personnel;
    - iii. Satisfy itself as to the references and integrity of each member of its personnel who are employed in the provision of the Services;
    - iv. Without detracting from its obligations under the contract, remove any member of its personnel from the provision of the Services upon receipt of written request from the ECDOH, and replace such member with a suitable replacement.

## 6) OCCUPATIONAL HEALTH AND SAFETY

- a. In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;
- b. The contractor :-

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- c. Acknowledges that it is fully aware of the terms and conditions of the Act;
- d. Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act;
- e. Agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,
- f. Accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;
- g. Shall appoint a duly authorised representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- h. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

## 7) SERVICE LEVEL AGREEMENT

It is recorded that the ECDOH and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

## 8) PERFORMANCE MEASUREMENT PROVISIONS

### *Introduction*

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 30 above.


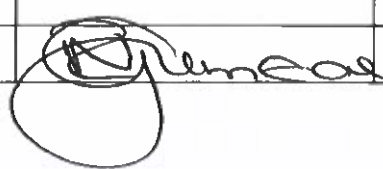
The provisions of this clause documents the manner in which contractor's performance will be measured throughout the term of the contract.

### *Compliance*

For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- a. with reference to reports provided by contractor;
- b. with reference to reports or complaints received from third parties;
- c. By means of service reviews, inspections or any audit carried out by or on behalf of the ECDOH.

### *Records*

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Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDOH upon request.

**Measurement of performance**

- i. **Self-measurement.** Contractor shall measure its own performance against the stipulated responsibilities and service standards and shall provide the ECDOH with a monthly extract report detailing its performance in a format agreed between the parties from time to time.
- ii. **Periodic checks.** The ECDOH and/or its management or any party contracted shall carry out periodic checks (the intervals to be determined by the ECDOH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract and also to measure the actual success of the programme.
- iii. **Service complaints**
  - All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by the ECDOH, or any other party shall be given proper and speedy consideration by contractor.
  - Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.
- iv. **User satisfaction survey**
  - A user satisfaction survey shall be conducted by the ECDOH at such intervals as ECDOH may determine to assess service user satisfaction.
  - The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

**V. Performance Review Meetings**

1. Performance review meetings shall be held monthly (or such other frequency as the parties may agree to in writing from time to time) and shall be attended at least by Contractor's manager.
2. Agenda items for these meetings shall include a minimum of the following:
  - a) Discussion of the various reports generated by the parties;
  - b) Management of Services;
  - c) Review findings of periodic service checks;
  - d) Review findings of Service User satisfaction assessments;
  - e) Financial review, including service cost and/or invoices;

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**Results of checks, audits and surveys** The ECDOH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and the ECDOH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

#### 9) BREACH AND TERMINATION

Bidders are referred to Paragraph 45 of GCC relating to failure to comply with conditions of this contract and delayed execution.

#### 10) LOSS AND DAMAGE


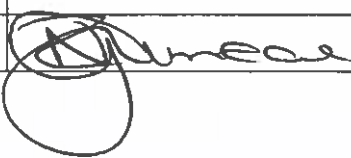
Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

#### 11) TRANSFER MANAGEMENT

Upon termination of the contract for whatever reason contractor shall assist the ECDOH to transfer the Services to the ECDOH, or to another service provider designated by the ECDOH. Without detracting from the generality of this obligation, contractor shall, to the extent required by the ECDOH, provide the ECDOH or the third party service provider with all information and documentation required to enable the ECDOH or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

#### 12) SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDOH (or any other authorised authority) and then only to a person and to the extent approved by the ECDOH or such authority and upon such terms and conditions as the ECDOH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDOH for the performance of the Services.

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## **PART 3:**


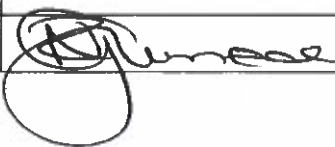
### **BID STRATEGY**

#### **3.1 BACKGROUND ON THE STATUS OF THE ECDOH EHEALTH ENVIRONMENT**

The eHealth systems project for the Eastern Cape Department of Health aims to support the strategic objectives of the Department through the use of information communication technologies to promote, support and strengthen healthcare in the Province of the Eastern Cape.

The Eastern Cape Department of Health is at a turning point where an Eastern Cape Department of Health enterprise architecture is now in place and aligned to the National Department of Health eHealth strategy. This has set in motion the development and implementation of various eHealth initiatives across all levels of care that will seamlessly interface with the National Department of Health eHealth systems and strategy to enable systems interoperability. The eHealth systems project is aimed at assisting the Eastern Cape Department of Health to health care reform with better and timelier health information that can assist health care facilities to improve the quality of patient care and services rendered to our communities.

eHealth systems involve the collection, storage and exchange of health information via a secure network and within strict privacy safeguards, to facilitate better integration of care and to improve outcomes across the health care system. Within the eHealth systems landscape within the Province of the Eastern Cape within hospitals, only **13 %** of our hospitals have electronic patient administration/management systems in place, whilst **87 %** are primarily using manual processes to manage patients that flow through the hospital.

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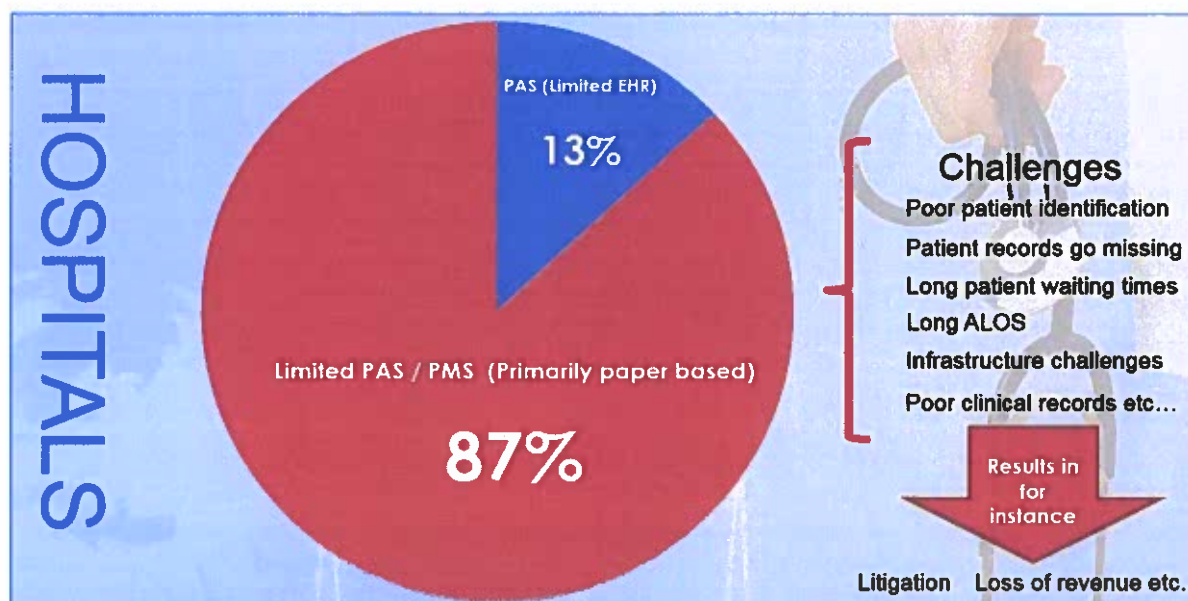



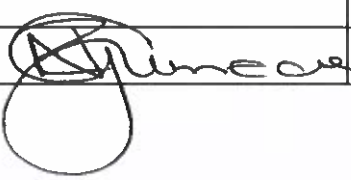
Figure 1: EHEALTH within hospitals in the Eastern Cape

The lack of eHealth systems contributes to many challenges experienced within ECDoH hospitals for instance:

- Poor identification of patients
- Loss of patient records and or duplication of patient records
- Long waiting times for patients to be registered, consulted by a doctor and to be admitted as an inpatient etc.
- Poor clinical records
- Long Average length of stay
- High bed utilisation rate
- Lack of statistical information and real-time information for effective and efficient decision making

These challenges can further result in:

- Higher probability of litigation
- Loss of revenue due to insufficient information
- Long turnaround to raise accounts
- Lack of systems integration
- Slow reaction to incidents within the hospital
- Poor stock management for instance drug management

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To enable eHealth, it is critical to ensure that the building blocks are in place before embarking on an eHealth journey and this would require a financial investment to ensure that for instance ICT infrastructure is in place and well maintained.

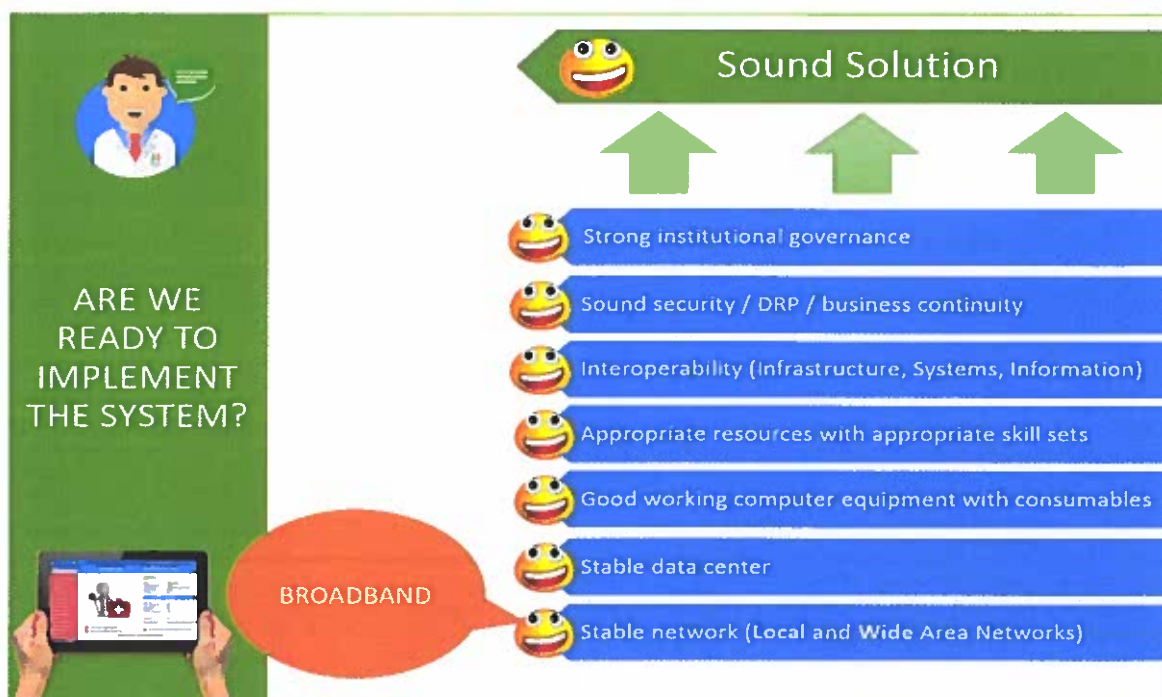


Figure 2: EHEALTH implementation readiness


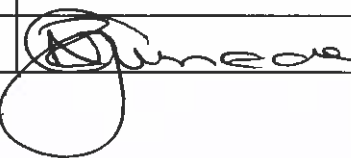
Critical to EHEALTH systems implementation and sustainability is:

- Stable ICT infrastructure (networks, computer equipment and peripheral devices)
- Data centres (servers and storage)
- **Good ICT support (infrastructure and systems and monitoring)**

Information communication technology plays a vital role as an eHealth enabler. Although ICT makes every effort to avoid downtime the problem is that services are reactive and not proactive and hence ICT maturity, as it relates to eHealth, is currently at a basic level.

### 3.2 HMS<sup>2</sup> SYSTEM OVERVIEW

The Eastern Cape Department of Health developed a local (homegrown) electronic medical record system, developed in-house by the Information Technology unit from the Department of Health. The system utilises the key components as outlined in the eHealth and Digital strategy for South Africa and the system is aligned to the South African Normative Standards Framework (HNSF). The system was the first system in South Africa to be integrated with the HPRS system in 2019.

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The HMS<sup>2</sup> system is an Electronic Medical Record (EMR) system, comprising of various modules, developed to enable public hospitals to be more efficient and effective in providing quality care to patients. The system creates an electronic medical record of the patient from point of registration into the hospital master patient index and after registration, encounters of the patient is then electronically recorded and linked to the patient medical record, using the HNSF unique patient registration number (PRN). A patient encounter is an interaction between a patient and the healthcare provider(s) to provide healthcare service(s) or assess the health status of a patient. The HMS<sup>2</sup> system is browser-independent and can therefore be used across all popular browser platforms e.g. IE, Google Chrome, Safari, Firefox etc.

### 3.3 SYSTEMS MODULES OVERVIEW

The HMS<sup>2</sup> platform comprises various modules to manage the patient journey. For this tender, the focus will be placed on three of the modules that the Department would want to implement as phase 1 to establish electronic patient registration, document management and revenue management. The future phases will focus on extending the clinical capabilities of the system.


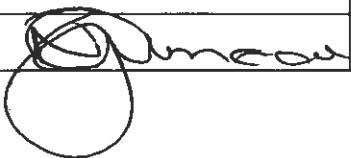
#### 3.3.1 Patient registration module

The patient registration module is used to electronically register a patient on the HMS<sup>2</sup> system master patient index. The module records patient demographic data, patient classification, medical aid detail, debtor's detail, document scanning, generating folder labels etc. The HMS<sup>2</sup> patient registration module, integrate via the SA HNSF with the HPRS system, using what is referred to as the PIX/PDQ profile to retrieve patient demographic data. The HMS<sup>2</sup> system utilises the HPRS unique patient identifier, against which patient identifiers are stored. The HMS<sup>2</sup> system also stores cross reference numbers that can include for instance the healthcare facility local folder number, patient ID numbers etc.

#### 3.3.2 Revenue management module

The electronic revenue management module is used for the billing of a patient against the South African UPFS and the collection of payments received from patients and 3rd parties that includes, for instance, medical aids, South African National Defense Force, South African Police, South African Correctional Services, Road Accident fund etc.


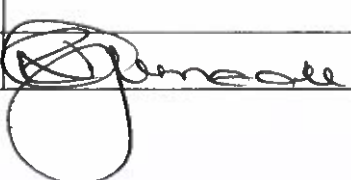
#### 3.3.3 Document digitization module

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The document digitization module will be used in combination with modules such as the outpatient and inpatient management modules to digitize and classify manual documents/patient folders that will be attached to the patient electronic medical record.

### 3.4. Expected outcome of the project

- a. To enhance the availability of appropriate information for healthcare workers and the tools to use and communicate that information effectively to improve quality.
- b. To improve the safety of people taking medicines and their effective use.
- c. To provide clinical and other managers across the healthcare spectrum with the timely management information they need to inform their decisions on service quality, performance and delivery.
- d. To maximize efficient working practices, minimize wasteful variation, bring about measurable savings and ensure value for money.
- e. To contribute to innovation that can occur through the Health Innovation Partnerships, the research community and suppliers, including the small and medium enterprise (SME) sector.
- f. Close alignment between business processes and the IT systems that support them
- g. To address the fragmentation of systems and to promote systems interoperability to also reduce duplication.

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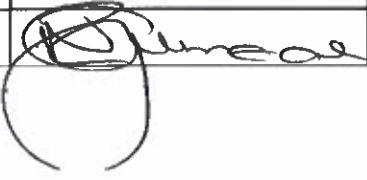
## **PART 4**

### **4.1 SCOPE OF WORK**

The Eastern Cape Department of Health requires as a service provider to implement and support the ECDoH Health Management System (HMS<sup>2</sup>) at 28 Healthcare facilities listed in table 4.1. The contract will be for 36 months.

**Table 4.1: List of Facilities**

NR	TYPE	FACILITY	APPROVED BEDS	REGION
1	District	Aliwal North Hospital	49	Joe Qabi
2	District	All Saints Hospital	200	Chris Hani
3	District	Bhisho Hospital	260	BCMM
4	District	Butterworth Hospital	350	Amathole
5	District	Canzibe Hospital	140	OR Tambo
6	Regional	Cecilia Makiwhane Hospital	586	BCMM
7	District	Cofimvaba Hospital	140	Chris Hani
8	District	Cradock Hospital	83	Chris Hani
9	District	Dr Malizo Mphehle Hospital	129	OR Tambo
10	District	Fort Beaufort Hospital	70	Amathole
11	Regional	Frontier Hospital	293	Chris Hani
12	District	Holy Cross Hospital	224	OR Tambo
13	District	Humansdorp Hospital	80	Sarah Baartman
14	District	Isilimela Hospital	110	OR Tambo
15	District	Madwaleni Hospital	180	Amathole
16	District	Madzikane Kazulu Hospital	267	Alfred Nzo
17	District	Grey Hospital	85	BCMM
18	Regional	Mthata Regional Hospital	302	OR Tambo
19	Central	Nelson Mandela Academic Hospital	576	OR Tambo
20	District	Nompumelelo Hospital	200	Amathole
21	District	Port Alfred Hospital	60	Sarah Baartman
22	District	Sipethu Hospital	100	Alfred Nzo
23	District	St Barnabas Hospital	225	OR Tambo
24	Regional	St Elizabeth Hospital	300	Alfred Nzo
25	District	St Patricks Hospital	295	Alfred Nzo
26	District	Taylor Bequest Hospital (Matatiele)	204	Alfred Nzo
27	District	Victoria Hospital	110	Amathole

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NR	TYPE	FACILITY	APPROVED BEDS	REGION
28	District	Zithulele Hospital	180	OR Tambo

Support and maintenance once the system is operational must be provided on a 24/7 basis to healthcare facilities. Under normal circumstances:

- the hospital outpatient administration functions during normal business hours, Monday to Friday 08H00 to 16H30.
- Fees office – revenue management functions during normal business hours, Monday to Friday 08H00 to 16H30.
- Casualty operates 24/7, with fewer resources during the night and weekends.
- Inpatient admissions operate 24/7, with fewer resources during the night and weekends.
- Maternity operates 24/7 at full capacity
- 3<sup>rd</sup> party integration systems e.g. Pharmacy, theatres operate 24/7

After hours standby services will therefore be required.


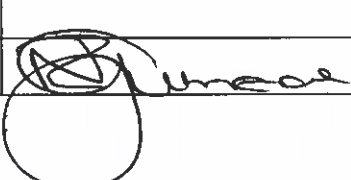
Please visit the ECDOH website on [www.echealth.gov.za](http://www.echealth.gov.za) for more info on ECDOH

#### 4.1 SCOPE OF WORK REQUIREMENTS

The ECDOH is soliciting bids from interested and qualified Service Providers on SITA RFB1183 to implement the five (5) work packages, with the sub deliverables as per table 4.1 below:


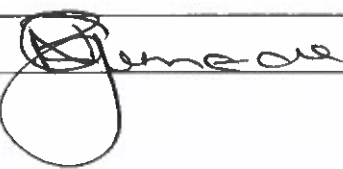
**Table 4.1: Work Packages with sub deliverables per package**

Work package	Deliverable	Sub deliverable
<b>1</b>	Implementation of the <b>HMS<sup>2</sup> patient registration module</b> for in and outpatient and emergency registration of patients at all healthcare facilities	Refer to the generic sub deliverables in table 4.2
<b>2</b>	Implementation of the <b>HMS<sup>2</sup> billing/revenue module for revenue management</b> at all healthcare facilities	Refer to the generic sub deliverables in table 4.2
<b>3</b>	Implementation of the <b>HMS<sup>2</sup> document management module</b> to digitise patient manual folders at all healthcare facilities where a maternity section exists.	Refer to the generic sub deliverables in table 4.2

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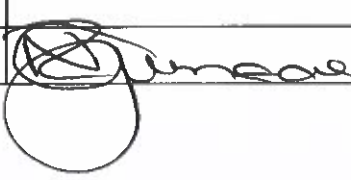
Work package	Deliverable	Sub deliverable
	Note that this exclude the operational scanning and uploading of files. The service provider will be expected to train and handhold the facilities to ensure effective and efficient use of the system and associates technologies.	
4	Assist the department with generic HMS <sup>2</sup> system administration functions.	<ul style="list-style-type: none"> <li>• Collection of facility-related information required to register and configure a facility, that will then be processed by the system development team.</li> <li>• Act as the liaison between the facility and the system development unit to coordinate system changes.</li> </ul>
5	Support	<ul style="list-style-type: none"> <li>• Act as the first level end user and system support e.g. password reset, day to day problems experienced on the HMS<sup>2</sup> system.</li> <li>• Register and manage calls on the ECDOH ticket management system.</li> <li>• Pending the nature of the ticket the ticket can be transferred to the ECDOH internal ICT or systems development team for assistance.</li> <li>• Provide ongoing training and development to end users, especially new users appointed to the facilities. Where possible remote training via e.g. MS teams is encouraged.</li> <li>• Administration of HMS<sup>2</sup> user accounts, inclusive of accounts creation, role allocations, password resets,</li> </ul>

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Work package	Deliverable	Sub deliverable
		scanning and attaching user application to account for audit compliance, allocation of a user to facilities etc.

**Table 4.2: Sub deliverables**

NR.	Sub Deliverable applicable to all work packages:
<b>1</b>	<p>Provide project management services that will ensure a fully functional solution to all healthcare facilities as per the work package requirements as per table 4.1. The service provider will work in close collaboration with the Head Office management team, hospital management, district and hospital ICT teams, system development team etc.</p> <p>The service provider will provide all project-related services to ensure the successful implementation of the system.</p>
<b>2</b>	Ensure sound change management that will ensure a smooth transition to the work package requirements as per table 4.1.
<b>3</b>	<p>Provide End-user training on the respective modules on the work package requirements as per table 4.1 and computer literacy training where so required. In the instance of the <b>maternity department</b>, computer literacy training will be required.</p> <p>Where new staff is on boarded at a healthcare facility, training will also be required during the period of the contract to ensure the effective and efficient use of the system.</p> <p>Computer literacy training will focus on the basic use of a computer, keyboard and mouse skills, using a browser e.g. Chrome etc.</p>
<b>4</b>	<p>Work in close collaboration with the hospital/district ICT team to provision the system onsite.</p> <p>The ECDoH ICT team will be responsible for the network and equipment. The service provider will be responsible to ensure that the HMS<sup>2</sup> system is correctly setup and configured to function at the healthcare facility and that the end-users that will use</p>

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NR.	Sub Deliverable applicable to all work packages:
	the work package 1 to 3 modules are trained to ensure the effective use of the respective modules.
5	Provide management reporting to the ECDoH EHealth steering committee on: <ul style="list-style-type: none"> <li>• The status of the project</li> <li>• Status on the system use</li> <li>• Areas where intervention is required etc.</li> </ul>
6	Provide ongoing site handholding to the healthcare facilities to ensure that the system is well used
7	Ensure that the healthcare management team is well capacitated on the management reporting of the HMS <sup>2</sup> system

#### 4.5 Logistics and timing

- 4.5.1 The ECDOH anticipates that it will take on average 4 to 6 weeks per healthcare facility to implement work packages 1 to 4.
- 4.5.2 **Work package 5** will be provided as soon as the implementation of a healthcare facility is completed and ongoing support will be provided for 36 months. The Department will only be liable for payment of work package 5, once the Department has signed off on the site implementation completion.
- 4.5.3 The service provider will work in close collaboration with the ECDoH ICT team, which will be responsible for providing the required computer and network infrastructure to the healthcare facilities.
- 4.5.4 The ECDoH will provide training to the successful bidder on the respective modules for work packages 1 to 4 in a train the trainer scenario. The bidder in return will be expected to capacitate all the bidder implementation teams to ensure a successful transfer of knowledge.
- 4.5.6 The ECDoH requires the implementation of 28 healthcare facilities.


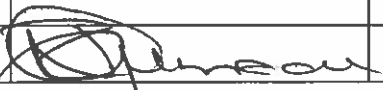
#### 4.6 OTHER CONDITIONS

- 4.6.1 Conform to all ECDOH policies, standards and standard operating procedures
- 4.6.2 The successful bidder will be required to sign a non-disclosure agreement with the ECDoH that will prevent the bidder to copy and disclose any system code and or intellectual property of the systems of the ECDoH.
- 4.6.3 Conform to all National, Provincial and Departmental security standards and prescripts
- 4.6.4 Conform to best practices security standards that are commonly used within South Africa.

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#### 4.7 ALLOCATION OF POINTS ON FUNCTIONAL AND TECHNICAL EVALUATION

- 4.7.1 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

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PART 5 – SCHEDULE A

**Government Procurement  
General Conditions of Contract**

**Annexure A**


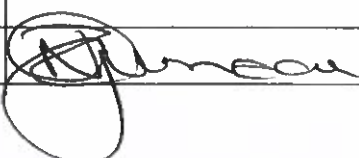
**NOTES**

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.


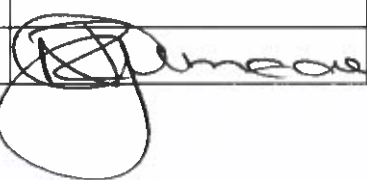
In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

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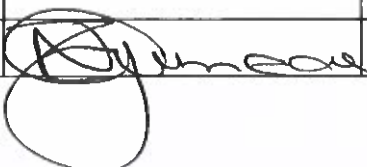
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## General Conditions of Contract

### 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.


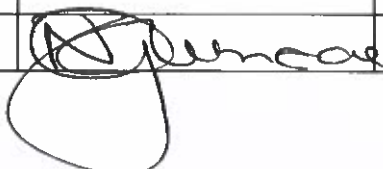
Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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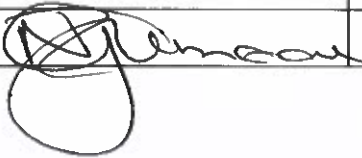


- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive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

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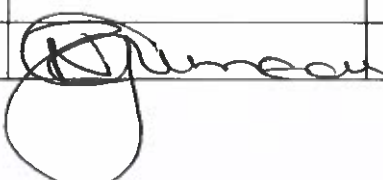
- 3. General**
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of 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](http://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.

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- 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

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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.


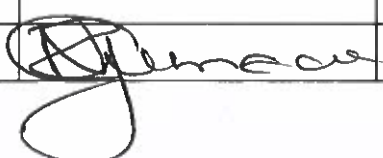
**12. Transportation**

- 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

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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 and claims arising under this warranty.


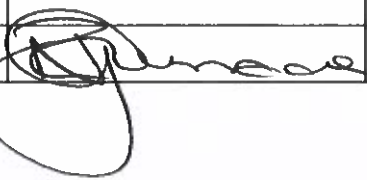
15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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.


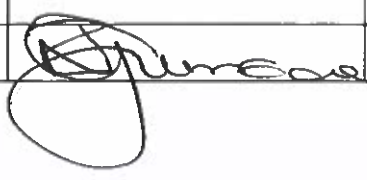
16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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.

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- 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

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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.


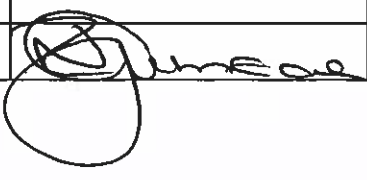
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such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

**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.

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- 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**


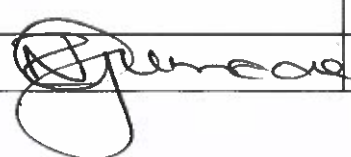
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the 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.
- 28.1 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**


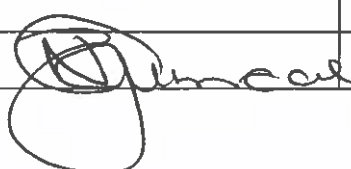
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable  
Law**

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

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- 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.

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Part 5 - Schedule C

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

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

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

Name of Bidder..... Bid number.....

Closing Time: 11:00 ..... Closing date:

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


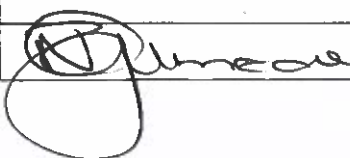
ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY  
NO. \*\*(ALL APPLICABLE TAXES INCLUDED)

The Service Provider must include the following in their pricing structure:

Pricing must include VAT @ 15%

PART A: WORK PACKAGE 1 TO 4				
A	B	C	D	E
Item	Nr of beds	Nr of facilities	Price per single facility for work package 1 to 4	Total price for number of facilities (Column C * D)
1	Between 1 to 200	14		
2	Between 200 and 500	12		
3	Greater than 500	2		
Sub Total				

PART B: WORK PACKAGE 5				
A	B	C	D	E


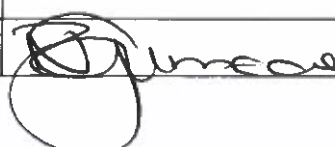
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Item	Nr of beds	Nr of facilities	Price per single facility for work package 5	Total price for number of facilities (Column C * D)
1	Between 1 to 200	14		
2	Between 200 and 500	12		
3	Greater than 500	2		
Sub Total				

<b>PART C: TOTAL COST OF OFFERING</b>	
<b>PART SUBTOTAL PRICING</b>	<b>SUB TOTAL</b>
<b>PART A: WORK PACKAGE 1 TO 4</b>	
<b>PART B: WORK PACKAGE 5</b>	
<b>TOTAL BID COST</b>	

#### Pricing Considerations

1. The pricing should take into account all variables for implementation and support that include for instance travelling and accommodation etc.
2. The successful bidder must supply their own equipment for resources that will be provided for to achieve the work packages. This will include for instance laptops, desktop computers, data projectors and any other peripherals that may be required.
3. The successful bidder will be required for onsite training to provide the necessary computer equipment and internet connectivity etc LTE router to provide training to the healthcare workers at the healthcare facility. It is recommended that provision is made to accommodate groups of around 10 + end users for training in one session. The healthcare facility will be responsible to provide a suitable venue with tables, chairs and electricity.
4. The system is a cloud based solution and once the healthcare facility is operational, most support is expected to be provided remotely and the use of Teams etc is encouraged to render support on the system to end users. The bidder need to however still consider onsite support that may be required from time to time for instance train and onboard new users on the system etc.

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- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s)  
.....
- Period required for delivery  
.....
- Delivery: \*Firm/not firm

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


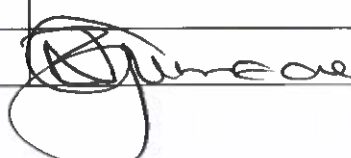
**\*Delete if not applicable**

Pricing must include VAT @ 15%

- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s)  
.....
- Period required for delivery  
.....
- Delivery: \*Firm/not firm

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

**\*Delete if not applicable**

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## SBD 3.2

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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



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

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

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

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

g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

DRAFTED BY:	SIGNATURE	DATE
		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021

SBD 3.2


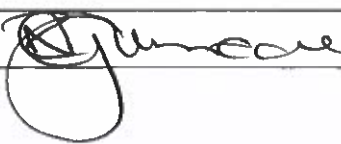
B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021



**Part 5 – Schedule D**  
**Declaration of Interest**

SBD 4

**DECLARATION OF INTEREST**

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

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

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

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

.....

- 2.2 Identity Number:.....

- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....


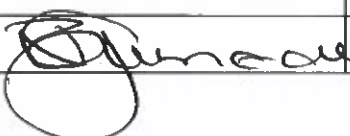
- 2.5 Tax Reference Number: .....

- 2.6 VAT Registration Number: .....

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

"State" means –

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

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021

(e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....


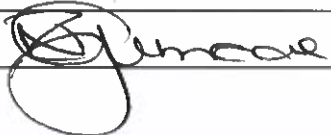
2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		21/10/2021
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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


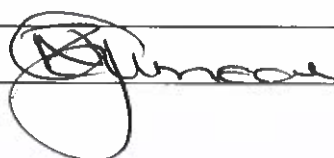
- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Peral Number

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021

**4 DECLARATION**

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

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


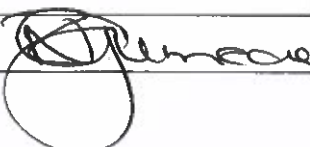
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position


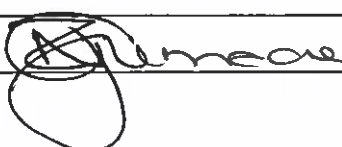
.....  
Name of bidder

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

**Part 5 – Schedule E****Declaration of Bidder's Past Supply Chain Management Practices****SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		21/10/2021
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

SBD 8

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED \_\_\_\_\_ (FULL \_\_\_\_\_ NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST


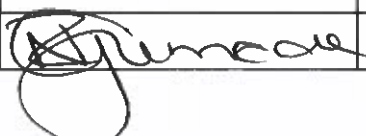
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON):		21/10/2021



## Part 5 – Schedule F

### Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

---



---



---

2. A list of minimum 5 existing /previous contracts similar to services solicited in this bid:

Client	Sector: e.g. Health, Education, etc.	Value of Contract	Year	Contact Person	Contact Number (Landline)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

---

4. The name of the person who shall manage the Services:

---

5. Detail such person's qualifications and experience below :

---



---





---

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS

In the presence of :

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

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

**Part 5 – Schedule G**  
**Organisation type**

**PARTNERSHIP/CLOSED CORPORATION/COMPANY**  
**( delete which is not applicable)**

The bidder comprises of the following partners/members/directors:

1. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_


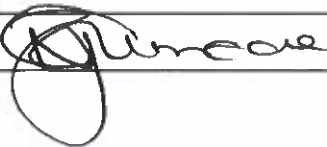
.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		21/10/2021
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

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**Part 5 – Schedule H****Certificate of Independent Bid Determination**

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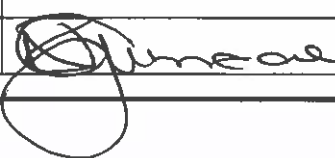
**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**SBD 9**

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:


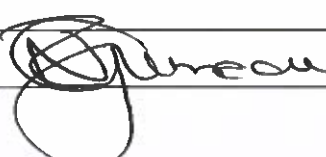
(Name of Institution)

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

I \_\_\_\_\_ certify, \_\_\_\_\_ on \_\_\_\_\_ behalf  
of: \_\_\_\_\_ that:

(Name of Bidder)


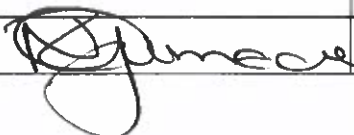
1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON:		21/10/2021

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		20/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

**SBD 9**


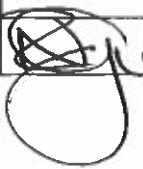
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

	SIGNATURE	DATE
DRAFTED BY:		21/10/2021
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON:		21/10/2021



## Part 5 – Schedule I

### Organisational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

[illegible]



**SIGNATURE OF (ON BEHALF OF) BIDDER**

NAME IN CAPITALS

**In the presence of :**

1. \_\_\_\_\_
2. \_\_\_\_\_

## Part 5 – Schedule J

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

**Details of Supplier's office**

1. Physical address of supplier's office

---

---

---

---

- 1 Telephone No of office: \_\_\_\_\_

- 3 Time period for which such office has been used by supplier : \_\_\_\_\_


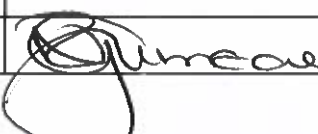
.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON:</b>		21/10/2021

## Part 5 – Schedule K

### Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. If this requirement is not complied with in full the bid may be considered invalid. The bidder must submit proof of financial capacity; recent 3 month's bank statements or recent audited financial statements. **Failure to submit will invalidate the bid.**

Nature of Service: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bid Number: \_\_\_\_\_

	<b>FINANCIAL POSITION OF BIDDER</b> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided; or recent audited financial statements confirming financial viability. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	


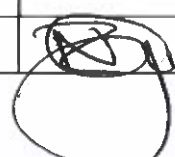
.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

## Part 5 – Schedule L

### Preference Points Claim Forms

#### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

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

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

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

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

#### 2. DEFINITIONS

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

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where


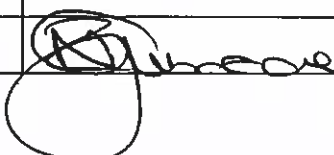
$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)


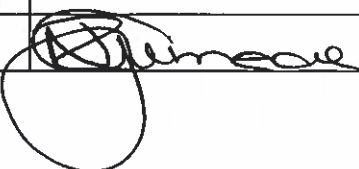
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.


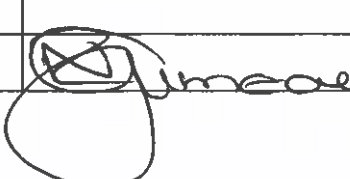
	SIGNATURE	DATE
DRAFTED BY:	<i>[Signature]</i>	21/10/2021
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON):	<i>[Signature]</i>	21/10/2021

[TICK APPLICABLE BOX]

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

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

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

	SIGNATURE	DATE
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<b>WITNESSES</b>  1. ....  2. ....	<b>SIGNATURE(S) OF BIDDERS(S)</b>  <b>DATE:</b> ..... <b>ADDRESS</b> ..... ..... .....
--	---

	SIGNATURE	DATE
DRAFTED BY:	<i>[Signature]</i>	21/10/2021
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON:	<i>[Signature]</i>	21/10/2021

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL**


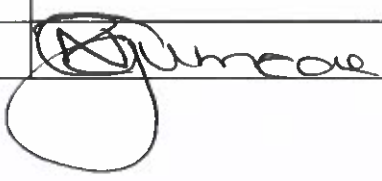
I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		21/10/2021
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

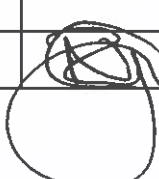
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Commissioner of Oaths Signature & stamp

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON):		21/10/2021

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL**

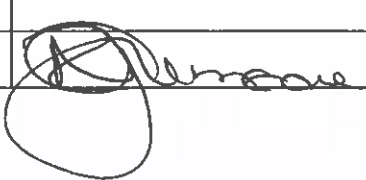
I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

	<b>SIGNATURE</b>	<b>DATE</b>
<b>DRAFTED BY:</b>		
<b>REVIEWED AND RECOMMENDED BY:</b>		
<b>APPROVED BY (BSC CHAIRPERSON):</b>		21/10/2021



3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

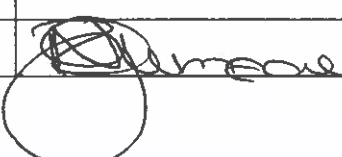
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths Signature & stamp

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED AND RECOMMENDED BY:		
APPROVED BY (BSC CHAIRPERSON):		21/10/2021