



# health

Department:

Health

REPUBLIC OF SOUTH AFRICA

## NDOH 11/2026-27

**APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS.**

**BID VALIDITY PERIOD: 120 DAYS**

**DATE ISSUED: 19 JUNE 2026**

**CLOSING DATE AND TIME OF BID:**

**13 JULY 2026 AT 11H00**

**COMPULSORY BRIEFING SESSION WILL BE HELD VIRTUALLY (PER ATTACHED INVITE) ON THE 02 JULY 2026 AT 11:00AM**

**Microsoft Teams meeting**

**Join:**

**<https://teams.microsoft.com/meet/342090335018774?p=XdrmO4R4Zur96pxkkC>**

**VENUE: 1112 VOORTREKKER ROAD, DR AB XUMA BUILDING, THABA TSHWANE, PRETORIA**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)					
BID NUMBER:	NDOH 11/2026-27	CLOSING DATE:	13 July 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL DEPARTMENT OF HEALTH					
1112 VOORTREKKER ROAD					
DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a>	E-MAIL ADDRESS		<a href="mailto:tenders@health.gov.za">tenders@health.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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<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: .....

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

DATE: .....

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



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

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

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

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

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

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

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

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

## AUTHORITY OF SIGNATORY

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

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

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</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.

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

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

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

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

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

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

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

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

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

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

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

Bid number: **NDOH 11/2026-2027**

**13 July 2026 @ 11:00AM**

Name of bidder.....

Postal address .....

.....

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

Date.....

Js475wc

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

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.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.4 The Department has determined that ownership information contained in valid B-BBEE Certificates and Sworn Affidavits provides the most objective, verifiable and auditable mechanism for measuring the achievement of specific goals contemplated in the Preferential Procurement Regulations, 2022. The Department shall utilise valid B-BBEE Certificates and Sworn Affidavits as the primary verification mechanism for the measurement of specific goals contemplated in the Preferential Procurement Regulations, 2022.

The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status



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

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

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

## 6. BID DECLARATION

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

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

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

## 8. SUB-CONTRACTING

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

**(Tick applicable box)**

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

- 8.1.1 If yes, indicate:

- 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"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

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

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

9.2 VAT \_\_\_\_\_ registration  
number:.....

9.3 Company \_\_\_\_\_ registration  
number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

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

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

- i) The information furnished is true and correct;

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



health

Department:  
Health  
REPUBLIC OF SOUTH AFRICA



**NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS.**

**NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

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**NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

**List of Acronyms:**

CHC:	Community Health Centres
DHU:	Digital Health Unit
EC:	Eastern Cape Province
EMR:	Electronic Medical Record
FS:	Free State Province
GP:	Gauteng Province
HPRS:	Health Patient Registration System
KZN:	KwaZulu-Natal Province
LAN:	Local Area Network
LP:	Limpopo Province
MHFL:	Master Health Facility List
MP:	Mpumalanga Province
NDoH:	National Department of Health
NC:	Northern Cape Province
NHNSF:	National Health Normative Standards Framework
NW:	North West Province
PFMA:	Public Finance Management Act (No.1 of 1999)
PHC:	Primary Health Care
PII:	Personally Identifiable Information
PPPFA:	Preferential Procurement Policy Framework Act (No.5 of 2000)
SAQA:	South African Qualifications Authority
SLA:	Service Level Agreement
SOP:	Standard Operating Procedures (SOP)
WAN:	Wide Area Network

# **NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

## **1. Introduction**

The National Department of Health (NDoH) has developed a bespoke Electronic Medical Record (EMR) solution. This electronic digitalisation solution enables the capturing of data during clinical encounters and health interventions linked to a specific user by a designated healthcare service provider at a health establishment within a particular geographic area.

The NDoH calls for potential service providers to submit their bids to support with the roll-out the EMR solution in all fixed Primary Health Care (PHC) facilities across eight provinces of the Republic of South Africa, perform solution roll-out, manage projects, address risks and issues, install hardware, set up and configure software, conduct testing and go-live processes, provide user training, build capacity, manage change, and monitor and improve usage of the EMR digital health solution. The project implementation must be completed within specific timeframes that will differ across and between provinces.

A geographic-split approach will be applied to evaluate and award bids, and submitted bids must target a specific province or multiple provinces. Each bid for a province will be evaluated and awarded separately, and bidders are permitted to bid for more than one province; separate pricing schedules must be attached per province if a bidder tenders for more than one province. A bidder's technical criteria will be evaluated once for all provinces, then they will be further evaluated on price and preference per province. The team per province must include one technical lead, one project lead and one clinical trainer. In addition to the three provincial leads per province, each district in a province must have two teams with two people in each team, one clinician and one technical person, four people per district.

Interested bidders should meet all NDoH requirements and evaluation criteria set out in these specifications and demonstrate the ability and capacity to implement the EMR solution and deliver the projects successfully. The NDoH will use the bid evaluation criteria to appoint suitable service providers who demonstrate the required ability and capacity to implement the EMR solution according to NDoH requirements.

## **2. Background**

### **2.1 Policy**

The NDoH is required, in terms of the National Health Act (No.61 of 2003, Section 74) (NHA), to facilitate and coordinate the establishment, implementation, and maintenance by provincial departments, district health councils, municipalities and the private health sector of health information systems at national, provincial and local levels in order to create a comprehensive national health information system. The 2019-2024 NDoH Digital Health Strategy commits the department to the development, implementation, and maintenance of digital systems to ensure accurate patient information to support improved health outcomes for all South Africans. The NDoH has further committed to the further development of the EMR solution, to form part of its Annual Performance Plan and is regarded as an important initiative.

## **NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

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

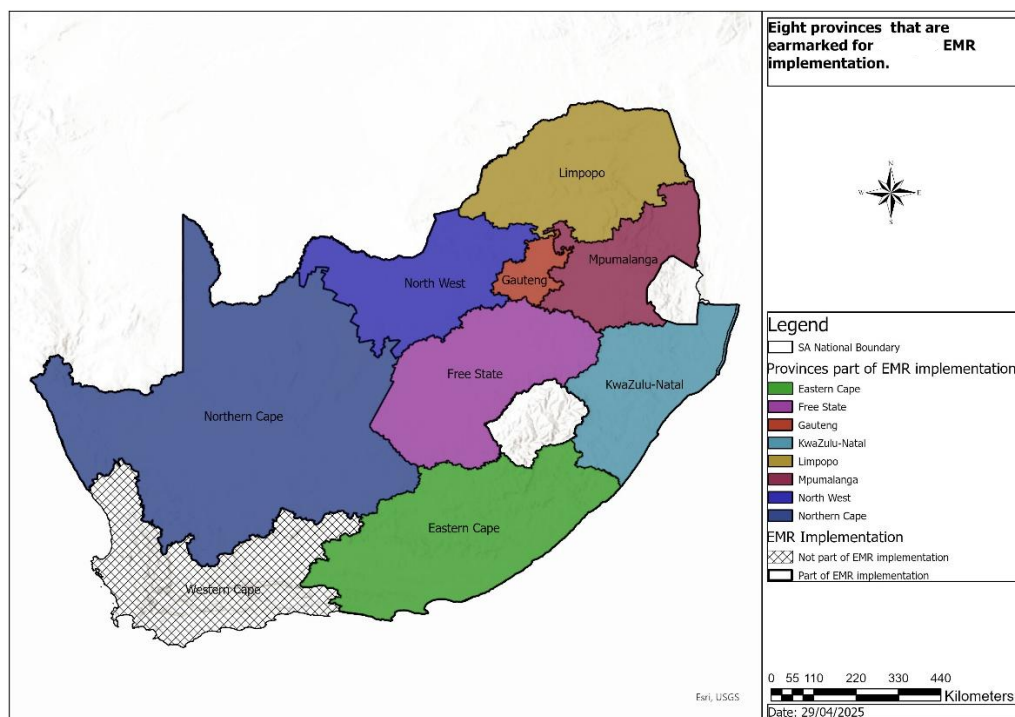
### **2.2 Digital Health Information Systems**

The EMR solution is a newly bespoke digital health solution developed by the NDoH that will enable the capturing of clinical information and data about users (patients), on health encounters and interventions at the point of care, by health service providers at fixed PHC facilities and other identified health establishments. The implementation of the EMR digital health solution is expected to contribute to improved productivity and efficiency, resource optimisation and effective use, as well as improved healthcare service and access in South Africa.

**NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

**3. Geographic Area and Coverage**

**3.1 Geographic Area**



**Figure 1: Eight Provinces that are earmarked EMR implementation**

**3.2 Geographic Approach**

The EMR solution implementation in eight (8) South African provinces is intended only for fixed primary healthcare facilities. There are 3,083 registered public health fixed primary healthcare facilities across eight provinces in South Africa, and the distribution per province and district can be seen in the table below.

**Table 1: Provinces, Districts, Clinics and Community Health Centres**

Province	District	Clinics	Community Health Centres	Estimated Timelines
Eastern Cape (EC)	Alfred Nzo	72	3	14 Months
	Amathole	145	5	
	Buffalo City	74	5	
	Chris Hani	152	7	
	Joe Gqabi	52	0	
	Nelson Mandela Bay	39	9	
	Oliver Tambo	142	11	
	Sarah Baartman	60	3	
$736 + 43 = 779$				
Free State (FS)	Fezile Dabi	34	5	4 Months
	Lejweleputswa	40	2	
	Mangaung	44	2	

**NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

Province	District	Clinics	Community Health Centres	Estimated Timelines
	Thabo Mofutsanyana	71	1	
	Xhariep	16	1	
	$205 + 11 = 216$			
<b>Gauteng (GP)</b>	Ekurhuleni Metro	84	9	<b>6 Months</b>
	Johannesburg Metro	104	14	
	Sedibeng	30	8	
	Tshwane Metro	65	8	
	West Rand	47	3	
	$330 + 42 = 372$			
<b>KwaZulu- Natal (KZN)</b>	Amajuba	25	1	<b>10 Months</b>
	eThekweni Metro	103	8	
	Harry Gwala	39	2	
	iLembe	34	2	
	King Cetshwayo	63	1	
	Ugu	51	2	
	uMgungundlovu	49	3	
	Umkhanyakude	59	1	
	Umzinyathi	53	1	
	Uthukela	36	1	
	Zululand	73	1	
	$585 + 23 = 608$			
<b>Limpopo (LP)</b>	Capricorn	97	4	<b>6 Months</b>
	Mopani	96	8	
	Sekhukhune	86	3	
	Vhembe	115	8	
	Waterberg	56	3	
	$450 + 26 = 476$			
<b>Mpumalanga (MP)</b>	Ehlanzeni	107	15	<b>4 Months</b>
	Gert Sibande	53	19	
	Nkangala	71	24	
$231 + 58 = 289$				
<b>Northern Cape (NC)</b>	Frances Baard	24	4	<b>8 Months</b>
	J T Gaetsewe	39	5	
	Namakwa	22	10	
	Pixley ka Seme	28	8	
	ZF Mgcawu	15	6	
	$128 + 33 = 161$			
<b>North West (NW)</b>	Bojanala Platinum	110	9	<b>6 Months</b>
	Dr K Kaunda	33	10	
	Ngaka Modiri Molema	70	18	
	Ruth Segomotsi Mompoti	49	13	
	$262 + 50 = 312$			

#### 4. Scope of Work and Requirements

The scope of work pursued through this tender includes the following activities:

## **NDOH 11/2026-27: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE NATIONAL DEPARTMENT OF HEALTH WITH THE ROLL-OUT OF THE ELECTRONIC MEDICAL RECORD (EMR) DIGITAL SOLUTION IN EIGHT (8) PROVINCES OVER A PERIOD OF 18 MONTHS**

- EMR solution, access and orientation for rollout at facilities,
- Project management and reporting requirements,
- Risk management and issue resolution on sites,
- Hardware installation on sites,
- Software set-up and configuration on sites,
- Testing and go-live on sites,
- End-user training expected on sites,
- Capacity building of tender-awarded teams,
- Change management on sites.

This work must be executed within a minimum of 2 days of onsite visits per facility. Meaning two teams (of two people) per district will each spend at least 2 days at each facility for training and system go-live, during which clinicians at each facility will be expected to start capturing real-time patient activities in the system.

One to two days will be allocated for a post-implementation visit to each facility in each district within a province to provide necessary support and reinforce the change management message to all concerned stakeholders. During this post-implementation visit, further training may be required to accommodate staff who were not on duty during the first visit due to shifts or leaves.

### **Exclusions**

- The scope excludes new IT infrastructure design and development, procurement and the supply of networking (LAN & WAN), installation and commissioning.
- The scope further excludes readiness assessment of existing IT infrastructure at PHC facilities in provinces and their districts. In the event of any infrastructure gaps, they will be addressed during the pre-handover of each site, with detailed change management control processes in place. This refers to the maturity of a facility.
- This solution complies with the Health Normative Standards Framework (HNSF) and is already interoperable with other existing health information systems. No integration or interoperability work is needed or included in the scope of successful bidders.

Details of the scope of work requirements and specifications are outlined below:

### **4.1 EMR Toolkit Onboarding Training**

- a) The successful bidder must attend a compulsory onboarding training on the EMR Toolkit and receive, and complete training facilitated by the NDoH over 5 days in Gauteng. Prospective bidders do not need to make provision for travel and accommodation for these 5 days.

Accept the handover of the EMR training toolkit and understand expectations and procedures to follow and apply in implementing the EMR toolkit.

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## **4.2 Solution Implementation**

### **4.2.1 EMR Implementation Toolkit:**

- a) Master the use and application of the rollout toolkit that is based on a maturity model tailored to the local context of each facility, ensuring a phased implementation plan.
- b) Master the standardised core process steps that are facilitated and guided through a tested and validated EMR Implementation Toolkit.

### **4.2.2 EMR Solution Implementation:**

- a) Train EMR solution end-users at facilities using the EMR implementation toolkit provided by the NDoH.
- b) Travel to facilities in the awarded province and districts and stay for at least 2 days to set up and install the EMR solution in line with the prescribed guidelines provided by NDoH.
- c) Provide practical training to clinical staff onsite on the use of the EMR solution
- d) Manage troubleshooting and resolutions of any computer or network challenges, technical faults, and issues before commencement of training.
- e) Grant access to system end-users by following existing access management standard operating procedures (SOP) that will be provided by the NDoH.

## **4.3 Project Management**

### **4.3.1 Project Planning**

- a) A project charter must be developed and signed by both parties before the project initiation. Details will be provided to the successful bidders and captured in the SLA.
- b) Develop a detailed project plan that defines and describes the tasks or activities necessary to complete the project and produce all deliverables within the prescribed timeline.
- c) Implementation planning, including converting all tasks or activities into a logical and sequenced critical path.
- d) The detailed implementation project plan must provide for a completion and project close-out report and handover within the prescribed timeline as specified in Table 3.2.
- e) The plan must include defining and allocating resources needed to accomplish all tasks and activities on the schedule, including outputs to be delivered for each activity.

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- f) Develop and submit a project Gantt chart with clear milestones and timelines.

### **4.3.2 Risk Management**

- a) Identify, define, evaluate and manage project risks.
- b) Reevaluate and manage the critical path.
- c) Develop and execute risk management tasks and link them to the critical path and deliverables.
- d) Establish contingencies and recovery plans.

### **4.3.3 Project Monitoring and Reporting**

- a) Management:  
The performance of the appointed service providers will be monitored through a Service Level Agreement, which will be effected through a work plan. The Agile Project Management methodologies must be followed during the execution and management of the contract.
- b) Monitoring:  
Monitoring of progress on objectives must be achieved through bi-weekly formal scrum sessions when applying the Agile methodology of project management. The NDOH, represented by the DHU representatives and the service providers in each province, must attend these sessions to monitor the deliverables outlined in the Service Level Agreement.
- c) Reporting:  
Strict monthly progress reporting on deliverables must incorporate financial expenditure reporting and be adhered to. A project close-out report must be produced at the end of the period, which includes handover to the province and lessons learned. Weekly reporting to the NDoH representative on tasks, activities, and timeline progress must be adhered to.
- d) Data Governance:  
All data captured on the EMR digital solution belongs to the patient. Informed consent for EMR data capturing allows the NHI to process the data for integration processes with other systems to produce a longitudinal electronic health record. The POPI Act 4 of 2013 will be adhered to, and Information Regulator guidelines will be applied. Access to information will be strictly monitored, and the prescribed route to apply for and get approval for access will be implemented. The EMR complies with the HNSF and is also compliant with the Draft Data Governance Framework.

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The potential bidders will have no access to any Personally Identifiable Information (PII) and must also commit to a non-disclosure agreement for any sharing of knowledge of the EMR solution and its application.

The Digital Health Unit uses a maturity model that allows the NDoH and the specific province to assess possible implementation sites and start with the EMR implementation at facilities where the environment is mature enough to support the successful implementation of the EMR. The maturity framework implies that all facilities in different provinces may not be on the same maturity level due to technical and connectivity differences. Refer to exclusion criteria.

### **4.4 User Training**

#### **4.4.1 Master Trainer Program:**

- a) Training of master trainers in provinces or districts who will support implementation and provide on-site user training, after the initial implementation.

#### **4.4.2 Tiered Support System:**

- a) Implement a tiered system of support from local, provincial, to national levels, ensuring ongoing technical assistance and adherence to standards.

### **4.5 Capacity Building Services required**

- a) Service providers are required to submit a detailed capacity-building approach concerning the project at the Provincial, District, and Facility levels to ensure optimum system functionality.
- b) Proven previous experience in providing capacity-building services in the health sector is required.
- c) Capacity Building should cater to all user groups, including healthcare providers and non-clinical staff.
- d) Document a report after every training session and submit the report to the relevant NDoH project manager.

### **4.6 Change Management**

- a) Apply the change management principles and approaches in the solution implementation process and during communication with end-users.
- b) Equip and empower end-users with know-how and close system acceptance and usability gaps.

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- c) Address limiting behaviours and actions linked to existing organisational culture and operational environmental challenges, as well as motivate end-users about the gains, benefits, reasons, and advantages for change.

**4.7 Technical Support and Issue Resolution**

- a) Following go-live on the 2<sup>nd</sup> day, the bidder and the client (NDoH) project manager will jointly do a post-implementation visit at the sites, agree on completion of the project and decide on sign-off or compile a snag list including technical issues, user-related complaints or challenges and agree on corrective measures that should be addressed within one month.
- b) One month after implementation, an in-person follow-up one-day visit is required to address any challenges and to provide further staff training for those who were not present during the initial 2-days for solution training, roll-out and go-live. Additional technical support should be provided if required during the second visit.
- c) Providing the required technical support after the training on how to navigate through the EMR solution and switching to other systems used by the NDoH.

**5. Bid Evaluation Criteria**

**5.1 Bid evaluation Stages**

As part of the normal procurement process, the evaluation process will be conducted according to the following stages:

- Stage 1: Technical/Mandatory evaluation.
- Stage 2: Functionality evaluation.
- Stage 3: Oral presentation.
- Stage 4: Price and preference (HDI).

**Table 2: Bid evaluation stages**

<b>Stage: 1</b>		<b>Stage: 2</b>	<b>Stage: 3</b>	<b>Stage: 4</b>
<b>Administrative mandatory requirements</b>	<b>Technical/ mandatory evaluation</b>	<b>Functionality evaluation (Phase i evaluation)</b>	<b>Oral presentation (Phase ii)</b>	<b>Price and Preference Point Evaluation</b>
Compliance with administrative mandatory requirements under par 5.2.1	Compliance with the technical mandatory requirements, i.e. proof of professional	Compliance with functionality requirements under paragraph 6	Compliance with oral presentation requirements under par 8	Bids evaluated in terms of the 90/10 preference point system or the relevant

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	registration with relevant bodies, signed CVs etc. under paragraph 5.2.2			preference system will be applied par
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**Stage 1:**

**5.2 Mandatory requirements**

The requirements in this section are mandatory. Failure to submit the required supporting documents for any mandatory requirements will render the bid non-responsive, and it will not proceed to the next Stage.

**5.2.1 Administrative mandatory requirements**

**Compliance with all Tax Clearance requirements:**

Attach a Tax Compliance Status Pin, Central Supplier Database Number, where consortium/joint ventures/sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements.

**5.2.2 Technical mandatory requirements**

- a) Proof of company registration, restricted to RSA-registered entities only.
- b) Signed detailed CVs of all proposed key personnel that will be assigned to the project once the bid is awarded.
- c) Submit certified (certified documents must not be older than 6 months) proof of qualifications for all proposed key personnel. It is the applicant’s responsibility to have foreign qualifications evaluated by the South African Qualifications Authority (SAQA), and proof of a certified SAQA verification certificate must be attached.
- d) The bidder must provide health professional personnel responsible for EMR training who are registered at their relevant professional bodies to practice in South Africa.

The bidder must submit a copy of a valid certificate and/or professional membership card indicating clearly:

- The regulator or professional body’s name.

- e) In addition, and as a minimum, the training personnel must be certified in Adult Education and Training (AET).

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- f) Compulsory attendance at a briefing session on a date, which will be provided before the closing of the tender process. This briefing session will be virtual.

**NB: Failure to adhere to, submit/attach proof of the above requirements with the bid will lead to automatic disqualification of the bidder's proposal.**

### **5.2.3 Other non-disqualifying requirements**

- a. Organogram
  - b. Company profile – history and focus areas
- Resolution authorising a particular person to sign the bid document. The letter should be on the letterhead of the company, where applicable. This is not applicable to a one-man concern business, but that must be clearly stated in the bid document; alternatively, this will be verified against the company registration documents.
  - Latest annual financial statements with the audit report signed by the Board Chairperson, not older than one (1) year.

### **5.2.4 Special Conditions of Contract**

- The NDOH reserves the right to determine the number of provinces that can be allocated to a service provider without prior consultation with the successful bidder.
- The NDoH reserves the right not to award the bid.
- Multiple awards, the department reserves the right to award the bid to more than one (1) bidder. Benchmarking will be applied to ensure that pricing is affordable, market-related, and aligned with end-user requirements.
- The department reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders. The purpose of this phase is to ensure value for money by evaluating the relationship between the monetary cost of the goods or services and the quality and benefits provided.
- It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor VAT for offers above R2 million, as this is a compulsory requirement according to the VAT Administration Act. If the awarded bidder is not registered as a VAT vendor, it is expected that the bidder will register for VAT within 21 days of being awarded a contract and also produce proof of registration to the NDoH bid official/s.

### **5.3 Bid document sets**

Bidders are requested to submit one set of bid documents according to the instructions below:

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

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

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

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

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

***Set 3: Electronic version of bid documents***

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

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

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

**Stage 2: Refer to Functionality Evaluation in Table 3.**

**Stage 3: Refer to Oral presentation criteria in Table 4.**

**5.4 Oral presentations**

Only bidders that have passed Stage 2 of the functionality evaluation shall be required to prepare a presentation to the Bid Evaluation Committee on a virtual platform. Bidders that don't qualify past the Stage 2 minimum threshold shall be eliminated and not considered for Stage 3 evaluation. A date will be determined by the BEC and communicated to the successful bidders, with the provision of additional information in preparation.

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**5.5 Due diligence**

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

**6. Bid scoring guidelines**

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

## 7. Stage 2 - Bid Functionality Evaluation Criteria

Table 3: Bid Functionality Evaluation Criteria

Criteria	Sub- criteria	Measure	Sub-weight	Weight												
<b>7.1 Experience and track record</b>	The bidder must demonstrate a minimum of five (5) years of knowledge and experience in the field of service-level healthcare, training and development, and project management with proven experience.	<p>The bidder must provide a comprehensive signed reference letter on the letterhead of previous or current clients with contact details, including detailing the scope of work done previously, the starting and end date of the contract and the contract amount where possible, in service-level healthcare in South Africa.</p> <p><b>Proven relevant experience Score</b></p> <table border="1"> <tr> <td>More than 10 years of experience</td> <td>5</td> </tr> <tr> <td>6-10 years of experience</td> <td>4</td> </tr> <tr> <td>3-5 years of experience</td> <td>3</td> </tr> <tr> <td>2 – 3 years of experience</td> <td>2</td> </tr> <tr> <td>1-2 years of experience</td> <td>1</td> </tr> <tr> <td>Less than 1 year's experience</td> <td>0</td> </tr> </table>	More than 10 years of experience	5	6-10 years of experience	4	3-5 years of experience	3	2 – 3 years of experience	2	1-2 years of experience	1	Less than 1 year's experience	0	15	25
		More than 10 years of experience	5													
6-10 years of experience	4															
3-5 years of experience	3															
2 – 3 years of experience	2															
1-2 years of experience	1															
Less than 1 year's experience	0															
<p>The bidder must provide comprehensive proof and records of previous involvement with adult learning, training, and development, the duration and the number of people trained.</p> <p>The bidder experience will be evaluated per the table below.</p> <p><b>Relevant experience Score</b></p> <table border="1"> <tr> <td>More than 5 previous projects in adult related learning in the health sector</td> <td><b>5</b></td> </tr> <tr> <td>4 previous projects in adult learning</td> <td>4</td> </tr> <tr> <td>3 previous projects in adult learning</td> <td>3</td> </tr> <tr> <td>2 previous projects in adult learning</td> <td>2</td> </tr> </table>	More than 5 previous projects in adult related learning in the health sector	<b>5</b>	4 previous projects in adult learning	4	3 previous projects in adult learning	3	2 previous projects in adult learning	2	10							
More than 5 previous projects in adult related learning in the health sector	<b>5</b>															
4 previous projects in adult learning	4															
3 previous projects in adult learning	3															
2 previous projects in adult learning	2															

Criteria	Sub- criteria	Measure	Sub-weight	Weight
		1 previous project in adult learning	1	
		No previous projects in adult learning	0	
<b>7.2 Key personnel</b>	The bidder must have key management, professional and skilled personnel with emphasis on the skills and experience in health and adult learning approaches of the project:	<p>The bidder must provide;</p> <p>Signed detailed CVs and certified (certified documents must not be older than 6 months) proof of qualifications for all proposed key personnel listed below:</p> <ul style="list-style-type: none"> <li>• 1 Team leader per province</li> <li>• 1 Project manager per province</li> <li>• 2 clinically trained persons per district</li> <li>• 2 ICT technician-trained persons per district</li> <li>• 1 Training core personnel per province</li> </ul> <p>The team members are employed for the duration of the project in each province, proof of a contractual relationship between the team members and the bidding organisation must be provided. If no current contractual agreement is in place, a letter of commitment from each team member should be included, covering the duration of the proposed contract period.</p> <p>Each team member will be evaluated on experience, qualifications and skills.</p>		30

Criteria	Sub- criteria	Measure	Sub-weight	Weight												
	The bidder must provide a team leader with experience in managing a team in concluding similar or related implementation projects in the public health sector.	<p><b>Management:</b> The Team Leader must have working experience and knowledge of District Health, with 10 years of experience in the public health environment, with a relevant qualification.</p> <table border="1"> <tr> <td>10 years or more of experience in the public health district health environment with a relevant qualification</td> <td>5</td> </tr> <tr> <td>7-9 years' experience in the public health sector district health environment with a relevant qualification</td> <td>4</td> </tr> <tr> <td>5-6 years' experience in the public health sector, district health environment with a relevant qualification</td> <td>3</td> </tr> <tr> <td>3-4years experience in the public health sector in the district health environment with the relevant qualification</td> <td>2</td> </tr> <tr> <td>Below 1-2 years' experience in the public health sector, district health environment, with the relevant qualifications</td> <td>1</td> </tr> <tr> <td>Less than 1 year or no experience in the public health sector, district health environment, or no relevant qualification</td> <td>0</td> </tr> </table>	10 years or more of experience in the public health district health environment with a relevant qualification	5	7-9 years' experience in the public health sector district health environment with a relevant qualification	4	5-6 years' experience in the public health sector, district health environment with a relevant qualification	3	3-4years experience in the public health sector in the district health environment with the relevant qualification	2	Below 1-2 years' experience in the public health sector, district health environment, with the relevant qualifications	1	Less than 1 year or no experience in the public health sector, district health environment, or no relevant qualification	0	6	
10 years or more of experience in the public health district health environment with a relevant qualification	5															
7-9 years' experience in the public health sector district health environment with a relevant qualification	4															
5-6 years' experience in the public health sector, district health environment with a relevant qualification	3															
3-4years experience in the public health sector in the district health environment with the relevant qualification	2															
Below 1-2 years' experience in the public health sector, district health environment, with the relevant qualifications	1															
Less than 1 year or no experience in the public health sector, district health environment, or no relevant qualification	0															
	The bidder must provide a team member per province with a relevant certified copy of NQF qualification level 7 or higher in project management.	<p><b>Project Manager:</b> If the qualification is accepted, the scoring will be done on the proven years of experience as a Project Manager.</p> <table border="1"> <tr> <td>5 years' experience in project management</td> <td>5</td> </tr> <tr> <td>4 years' experience in project management</td> <td>4</td> </tr> <tr> <td>3 years' experience in project management</td> <td>3</td> </tr> <tr> <td>2 years' experience in project management</td> <td>2</td> </tr> <tr> <td>1 year experience in project management</td> <td>1</td> </tr> <tr> <td>Less than 1 year or no experience in project management</td> <td>0</td> </tr> </table>	5 years' experience in project management	5	4 years' experience in project management	4	3 years' experience in project management	3	2 years' experience in project management	2	1 year experience in project management	1	Less than 1 year or no experience in project management	0	6	
5 years' experience in project management	5															
4 years' experience in project management	4															
3 years' experience in project management	3															
2 years' experience in project management	2															
1 year experience in project management	1															
Less than 1 year or no experience in project management	0															

Criteria	Sub- criteria	Measure	Sub-weight	Weight												
	The bidder must provide two team members per district with the relevant certified copies of health science qualifications that are registered with a recognised professional body in South Africa, such as HPCSA, SANC or SAPA	<p><b>Professional healthcare provider</b> – If the qualification is accepted, the scoring will be done on the proven relevant years of experience</p> <table border="1"> <tr> <td>5 years' experience as a healthcare provider in district health services</td> <td>5</td> </tr> <tr> <td>4 years' experience as a healthcare provider in district health services</td> <td>4</td> </tr> <tr> <td>3 years' experience as a healthcare provider in district health services</td> <td>3</td> </tr> <tr> <td>2 years' experience as a healthcare provider in district health services</td> <td>2</td> </tr> <tr> <td>1 year's experience as a healthcare provider in district health services</td> <td>1</td> </tr> <tr> <td>Less than 1 year or no experience as a healthcare provider in district health services</td> <td>0</td> </tr> </table>	5 years' experience as a healthcare provider in district health services	5	4 years' experience as a healthcare provider in district health services	4	3 years' experience as a healthcare provider in district health services	3	2 years' experience as a healthcare provider in district health services	2	1 year's experience as a healthcare provider in district health services	1	Less than 1 year or no experience as a healthcare provider in district health services	0	6	
5 years' experience as a healthcare provider in district health services	5															
4 years' experience as a healthcare provider in district health services	4															
3 years' experience as a healthcare provider in district health services	3															
2 years' experience as a healthcare provider in district health services	2															
1 year's experience as a healthcare provider in district health services	1															
Less than 1 year or no experience as a healthcare provider in district health services	0															
	The bidder must provide two team members per district with the relevant certified copies of qualifications, A+ and N+ certification/ or an ICT qualification NQF 6, with a related ICT qualification	<p><b>ICT Technician</b> - If the qualification is accepted, scoring will be done according to the years of experience.</p> <table border="1"> <tr> <td>5 years' experience in the ICT field as a technician</td> <td>5</td> </tr> <tr> <td>4 years' experience in the ICT field as a technician</td> <td>4</td> </tr> <tr> <td>3 years' experience in the ICT field as a technician</td> <td>3</td> </tr> <tr> <td>2 years' experience in the ICT field as a technician</td> <td>2</td> </tr> <tr> <td>1 year's experience in the ICT field as a technician</td> <td>1</td> </tr> <tr> <td>Less than 1 year or no experience in the ICT field as a technician</td> <td>0</td> </tr> </table>	5 years' experience in the ICT field as a technician	5	4 years' experience in the ICT field as a technician	4	3 years' experience in the ICT field as a technician	3	2 years' experience in the ICT field as a technician	2	1 year's experience in the ICT field as a technician	1	Less than 1 year or no experience in the ICT field as a technician	0	6	
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4 years' experience in the ICT field as a technician	4															
3 years' experience in the ICT field as a technician	3															
2 years' experience in the ICT field as a technician	2															
1 year's experience in the ICT field as a technician	1															
Less than 1 year or no experience in the ICT field as a technician	0															

Criteria	Sub- criteria	Measure	Sub-weight	Weight												
	The bidder must provide training personnel with certification in adult education and training	<p><b>Skilled Training Core Personnel:</b> If the personnel have the relevant certification, the scoring will be done based on the years of experience.</p> <table border="1"> <tr> <td>5 years' experience in adult education and training</td> <td>5</td> </tr> <tr> <td>4 years' experience in adult education and training</td> <td>4</td> </tr> <tr> <td>3 years' experience in adult education and training</td> <td>3</td> </tr> <tr> <td>2 years' experience in adult education and training</td> <td>2</td> </tr> <tr> <td>1 year's experience in adult education and training</td> <td>1</td> </tr> <tr> <td>Less than 1 year or no experience in adult education and training</td> <td>0</td> </tr> </table>	5 years' experience in adult education and training	5	4 years' experience in adult education and training	4	3 years' experience in adult education and training	3	2 years' experience in adult education and training	2	1 year's experience in adult education and training	1	Less than 1 year or no experience in adult education and training	0	6	
5 years' experience in adult education and training	5															
4 years' experience in adult education and training	4															
3 years' experience in adult education and training	3															
2 years' experience in adult education and training	2															
1 year's experience in adult education and training	1															
Less than 1 year or no experience in adult education and training	0															
<b>7.3 Project implementation plan</b>	<p>The bidder must provide a comprehensive project plan to provide the following services under the following aspects, which must be clearly marked. The proposal must cover the following areas:</p> <ul style="list-style-type: none"> <li>• Activities</li> <li>• Output/deliverables</li> <li>• Timeframe</li> <li>• Scheduled project monitoring and reporting</li> </ul>	<p>The bidder must indicate how they will deliver the project outcomes of a digital system roll out without interrupting existing services. Insight into the South African Health environment will be an added advantage.</p> <p><b>Project Plan</b></p> <table border="1"> <thead> <tr> <th>Proposal</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>A comprehensive proposed project plan aligned with the purpose and scope of bid, considering change management principles related to people, processes and technology, with risk mitigations integrated in plan <ul style="list-style-type: none"> <li>• Completion time</li> </ul> </td> <td>5</td> </tr> </tbody> </table>	Proposal	Score	A comprehensive proposed project plan aligned with the purpose and scope of bid, considering change management principles related to people, processes and technology, with risk mitigations integrated in plan <ul style="list-style-type: none"> <li>• Completion time</li> </ul>	5	10	20								
Proposal	Score															
A comprehensive proposed project plan aligned with the purpose and scope of bid, considering change management principles related to people, processes and technology, with risk mitigations integrated in plan <ul style="list-style-type: none"> <li>• Completion time</li> </ul>	5															

Criteria	Sub- criteria	Measure	Sub-weight	Weight								
		<ul style="list-style-type: none"> <li>• Community engagement</li> <li>• Training Plan</li> <li>• Project Cost</li> </ul>										
		.A complete proposed project plan aligned with the scope of the bid with minimum risks identified.	4									
		A complete proposed project plan aligned with the scope of the bid document. Medium risks identified.	3									
		A complete proposed project plan with high risks.	2									
		Partial covering of the scope of the bid document with complete project monitoring and evaluation with a no risk mitigation integration.	1									
		A comprehensive proposed project plan aligned with the scope of the bid considering change management related to people processes and technology with risk mitigations integrated in plan is not submitted.	0									
	Experience in similar or related projects.	<p>Applicants to submit full details of at least three reliable contactable signed references for projects of a similar/ related scope which were successfully implemented and completed in previous years.</p> <table border="1"> <thead> <tr> <th>Proposal</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>3 or more successfully concluded projects</td> <td>5</td> </tr> <tr> <td>2 successfully concluded and 1 in progress projects</td> <td>4</td> </tr> <tr> <td>2 successfully concluded projects</td> <td>3</td> </tr> </tbody> </table>	Proposal	Score	3 or more successfully concluded projects	5	2 successfully concluded and 1 in progress projects	4	2 successfully concluded projects	3	10	
Proposal	Score											
3 or more successfully concluded projects	5											
2 successfully concluded and 1 in progress projects	4											
2 successfully concluded projects	3											

Criteria	Sub- criteria	Measure	Sub-weight	Weight														
		1 successfully concluded and 1 in progress projects	2															
		1 successfully concluded project	1															
		No previous projects	0															
<b>7.4 Capacity and Footprint in geographic space</b>	The bidder must provide core staff to plan for the province and districts, monitor the geospatial area and implement the project activities at the primary healthcare facilities for which the bidder submits this bid.	The bidder must provide a clear personnel distribution of their existing human resources and planned employees who have been committed in this bid for a realistic implementation plan.	10	25														
		<table border="1"> <thead> <tr> <th>Distribution</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Provincial team members - 2 or more Team members per district - 4 or more Team members for facility follow-up visits - 4 or more</td> <td>5</td> </tr> <tr> <td>Provincial team members - 2 Team members per District - 4 Team members for facility follow-up visits - 4</td> <td>4</td> </tr> <tr> <td>Provincial team members - 2 Team members per district - 3 Team members for facility follow-up visits - 3</td> <td>3</td> </tr> <tr> <td>Provincial team members - 1 Team members per district - 2 Team members for facility follow-up visits - 2</td> <td>2</td> </tr> <tr> <td>Provincial 1 Team members per district - 1 Team members for facility follow-up visit - 1</td> <td>1</td> </tr> <tr> <td>No availability of staff to travel and implement the EMR</td> <td>0</td> </tr> </tbody> </table>	Distribution	Score	Provincial team members - 2 or more Team members per district - 4 or more Team members for facility follow-up visits - 4 or more	5	Provincial team members - 2 Team members per District - 4 Team members for facility follow-up visits - 4	4	Provincial team members - 2 Team members per district - 3 Team members for facility follow-up visits - 3	3	Provincial team members - 1 Team members per district - 2 Team members for facility follow-up visits - 2	2	Provincial 1 Team members per district - 1 Team members for facility follow-up visit - 1	1	No availability of staff to travel and implement the EMR	0		
Distribution	Score																	
Provincial team members - 2 or more Team members per district - 4 or more Team members for facility follow-up visits - 4 or more	5																	
Provincial team members - 2 Team members per District - 4 Team members for facility follow-up visits - 4	4																	
Provincial team members - 2 Team members per district - 3 Team members for facility follow-up visits - 3	3																	
Provincial team members - 1 Team members per district - 2 Team members for facility follow-up visits - 2	2																	
Provincial 1 Team members per district - 1 Team members for facility follow-up visit - 1	1																	
No availability of staff to travel and implement the EMR	0																	

Criteria	Sub- criteria	Measure	Sub-weight	Weight														
	The bidder must provide a detailed description of the skills transfer capacity-building close-out plan that will ensure sustainability after rollout in the geographic area.	Proven skills transfer to cover all stakeholder groups <table border="1"> <thead> <tr> <th>User groups</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Provincial EMR champion 2 District EMR champion 3 per sub-district, depending on the number of sub-districts Train the trainers 3 per facility Technical support 3 per sub-district</td> <td>5</td> </tr> <tr> <td>Provincial EMR champion 2 District EMR champion 2 per sub-district, depending on the number of sub-districts Train the trainers 2 per facility Technical support 2 per sub-district</td> <td>4</td> </tr> <tr> <td>Provincial EMR champion 1 District EMR champion 1 per sub-district, depending on the number of sub-districts Train the trainers 1 per facility Technical support 1 per sub-district</td> <td>3</td> </tr> <tr> <td>Provincial EMR champion 1 Train the trainers 1 per sub-district Train the trainers 1 per facility Technical support none</td> <td>2</td> </tr> <tr> <td>Provincial EMR champion 1  Train the trainers 1 per sub-district Train the trainers, none per facility Technical support none</td> <td>1</td> </tr> <tr> <td>No skills transfer planned</td> <td>0</td> </tr> </tbody> </table>	User groups	Score	Provincial EMR champion 2 District EMR champion 3 per sub-district, depending on the number of sub-districts Train the trainers 3 per facility Technical support 3 per sub-district	5	Provincial EMR champion 2 District EMR champion 2 per sub-district, depending on the number of sub-districts Train the trainers 2 per facility Technical support 2 per sub-district	4	Provincial EMR champion 1 District EMR champion 1 per sub-district, depending on the number of sub-districts Train the trainers 1 per facility Technical support 1 per sub-district	3	Provincial EMR champion 1 Train the trainers 1 per sub-district Train the trainers 1 per facility Technical support none	2	Provincial EMR champion 1  Train the trainers 1 per sub-district Train the trainers, none per facility Technical support none	1	No skills transfer planned	0	15	
User groups	Score																	
Provincial EMR champion 2 District EMR champion 3 per sub-district, depending on the number of sub-districts Train the trainers 3 per facility Technical support 3 per sub-district	5																	
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Provincial EMR champion 1  Train the trainers 1 per sub-district Train the trainers, none per facility Technical support none	1																	
No skills transfer planned	0																	
<b>Total weight</b>			<b>100</b>															
<b>Minimum functionality threshold</b> (failure to meet the minimum threshold will result in your bid not being considered for further evaluation.)			<b>70</b>															

## 8. Stage 3 - Oral Presentation Evaluation Criteria

Table 4: Oral Presentation Evaluation Criteria

CRITERIA	DESCRIPTION	Addressed in the presentation	SUB-WEIGHT	WEIGHT						
<b>8.1 Maturity Model of an Information System</b>	The bidder must present their knowledge of a maturity model and the ability to apply the maturity model approach, individually demonstrated for each province or geographic area that the bidder is competing for. Throughout the demonstration, the different elements of an information system, known as hardware, software and connectivity, data, people and processes must be separately addressed.	<p>The bidder must demonstrate knowledge of the following levels of maturity levels in the presentation with specific activities related to each maturity level.</p> <ul style="list-style-type: none"> <li>▪ Maturity Level 0: Preparation and Governance Setup</li> <li>▪ Maturity Level 1: Infrastructure Readiness and Provincial Adaptation</li> <li>▪ Maturity Level 2: Operational Readiness and User Training</li> <li>▪ Maturity Level 3: System Implementation</li> <li>▪ Maturity Level 4: System Optimisation, Redundancy, and Continuous Improvement</li> </ul> <table border="1" data-bbox="981 853 1608 1268"> <thead> <tr> <th>Relevant demonstration</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Extensive demonstration of applied knowledge and supported activities that include all 5 levels of maturity.</td> <td>5</td> </tr> <tr> <td>Demonstration with applied knowledge and limited supported activities that include all 5 levels of the maturity model.</td> <td>4</td> </tr> </tbody> </table>	Relevant demonstration	Score	Extensive demonstration of applied knowledge and supported activities that include all 5 levels of maturity.	5	Demonstration with applied knowledge and limited supported activities that include all 5 levels of the maturity model.	4	25	<b>50</b>
Relevant demonstration	Score									
Extensive demonstration of applied knowledge and supported activities that include all 5 levels of maturity.	5									
Demonstration with applied knowledge and limited supported activities that include all 5 levels of the maturity model.	4									

CRITERIA	DESCRIPTION	Addressed in the presentation		SUB-WEIGHT	WEIGHT
		Demonstrate knowledge of maturity model levels, but not relevant activities	3	25	
Limited knowledge of maturity model levels, with no activities OR random related activities not linked with the maturity model levels.	2	Inadequate knowledge with little application	1		
Not demonstrated knowledge or activities	0	<ul style="list-style-type: none"> <li>The bidder must demonstrate knowledge of information system elements and the impact of the interrelated dependence of the elements on the maturity model approach and project success.</li> </ul>			
<b>Relevant demonstration</b>	<b>Score</b>				
Demonstrate extensive knowledge of all 5 information system elements and their interrelated dependencies, and impact on the maturity model level of a geographic area for this project.	5				

CRITERIA	DESCRIPTION	Addressed in the presentation		SUB-WEIGHT	WEIGHT
		Demonstrate knowledge of all 5 information system elements, all considered for the project, but not linked with the maturity model levels for this project.	4		
		Demonstrate limited knowledge of the information system elements and their impact on the maturity levels of geographic areas for the project.	3		
		Random mention of the information system elements but not related to the maturity model approach	2		
		Inadequate knowledge of and no demonstration of information system elements and no link with maturity model levels.	1		
		No demonstration of information system elements of maturity model levels	0		
<b>8.2 Change Management principles for digital transformation</b>	The bidder must demonstrate their knowledge and ability to implement change management during the project. Align the identified change management processes to demonstrate the ability to be	<ul style="list-style-type: none"> <li>The bidder must demonstrate their applied knowledge to drive the key steps in change management, defining the change, engaging stakeholders, communicating effectively, providing training, and monitoring the results.</li> </ul>			<b>50</b>

CRITERIA	DESCRIPTION	Addressed in the presentation		SUB-WEIGHT	WEIGHT
	compliant with the project scope timeline and project objectives.	<b>Relevant demonstration</b>	<b>Score</b>	50	
		Demonstrate extensive knowledge and realistic ability to drive all 5 key steps of change management within the project timeline with an adequate number of teams/team per geographic area and number of facilities considered.	5		
		Demonstrate knowledge and an ability to drive all 5 key steps in change management within the project timeline with an adequate number of teams per geographic area.	4		
		Not able to demonstrate knowledge of key steps in change management due to limited teams to cover more than one district and too many facilities.	2		
		Did not demonstrate knowledge and ability to implement all key steps in change management with inadequate team capacity.	0		
<b>Total weight</b>		<b>100</b>			<b>100</b>
<b>Minimum functionality threshold</b> (failure to meet the minimum threshold will result in your bid not being considered for further processing.				<b>70</b>	

**Stage 4:**

**9. Bid pricing evaluation**

**9.1 Price evaluation criteria**

**9.1.1 Price points scoring system**

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

80/20 scoring system	90/10 scoring system
	X

The table below depicts the preference point that will be allocated in accordance with the 80/20 or 90/10 preference point prescribed by the Preferential Procurement Regulations.

The points for specific goals shall be determined from the ownership and empowerment information reflected in the bidder’s B-BBEE Status Level Contributor certificate or Sworn Affidavit.

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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.

The purchaser reserves the right to require 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.

**Note:**

- **SOUTH AFRICAN PRICING.** The total price must be **VAT inclusive** and be quoted in South African Rand (ZAR).
- **TOTAL PRICE**
- All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- The cost of transport, accommodation, labour, and other S&T must be included in this bid.
- If there are any additional costs, these must be clearly specified.
- Bidder must complete the pricing as per the table below.
- Line Prices are all VAT EXCLUDING, and the TOTAL PRICE is VAT INCLUSIVE

**9.2 Pricing per facility, per province, based on information provided in 3.2**

**Price (VAT Inclusive).** It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers of R2 million and above, as it is a compulsory requirement of the VAT Administration Act. If an entity not registered as a VAT vendor is awarded a contract, it is expected to register for VAT within 21 days of being awarded a contract and produce such proof of registration to the employer.

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