INVITATION TO BID

NDOH 07 / 2018-2019

Appointment of Clinical Care Service Provider (CCSP) to support the implementation of NHI priority programmes relating to (Mental Health Services; High Risk Pregnancy Management; Cataract Surgical Services; Radiation Oncology backlog Services and School Health Service).

COMPULSORY BRIEFING SESSION

Date: 22/06/2018 at 10:00.
Venue: National Department of Health; Civitas Building; c/o Thabo Sehume and Struben streets; Pretoria.
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)


DESCRIPTION
Appointment of Clinical Care Service provider (CCSP) to support implementation of NHI priority programmes relating to (Mental Health Services; High Risk Pregnancy Management; Cataract Surgical Services; Radiation Oncology backlog Services and School Health Service.

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

National Department of Health; Civitas Building; c/o Thabo Sehume and Struben Streets; CBD Pretoria.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTION TO TECHNICAL ENQUIRIES MAY BE DIRECTION TO:

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<tr>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
<th>FACSIMILE NUMBER</th>
<th>E-MAIL ADDRESS</th>
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<td><a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a></td>
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SUPPLIER INFORMATION

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<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>STREET ADDRESS</th>
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<th>TELEPHONE NUMBER</th>
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<tr>
<th>V.A.T REGISTRATION NUMBER</th>
<th>SUPPLIER COMPLIANCE STATUS</th>
<th>TAX COMPLIANCE SYSTEM PIN</th>
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<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
<th>TICK APPLICABLE BOX</th>
<th>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</th>
<th>TICK APPLICABLE BOX</th>
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<tr>
<td>[YES or NO]</td>
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<td>[YES or NO]</td>
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</table>

[IF YES ENCLOSE PROOF]

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<tr>
<th>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</th>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>1. BID SUBMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
</tr>
<tr>
<td>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</td>
</tr>
<tr>
<td>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</td>
</tr>
<tr>
<td>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. TAX COMPLIANCE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</td>
</tr>
<tr>
<td>2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</td>
</tr>
<tr>
<td>2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.*</td>
</tr>
</tbody>
</table>

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

SIGNATURE OF BIDDER:  
…………………………………………

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

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

DATE:  
…………………………………………

---

*Note: The asterisk denotes a note or indication that should be followed.*
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <em>(ALL APPLICABLE TAXES INCLUDED)</em></th>
</tr>
</thead>
</table>

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS TO BE SPENT</th>
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<td></td>
<td>R-------------</td>
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5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies."
5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R.................................

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?  
   *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

   ......................................................................
   ......................................................................
   ......................................................................
   ......................................................................
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: ..............................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): .................................

2.4 Company Registration Number: ........................................................................................

2.5 Tax Reference Number: ...................................................................................................

2.6 VAT Registration Number: .................................................................................................

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

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: ...........................................
Name of state institution at which you or the person connected to the bidder is employed: ...........................................
Position occupied in the state institution: ...........................................

Any other particulars:
........................................................................................................
........................................................................................................
........................................................................................................

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

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

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

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

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

2.8.1 If so, furnish particulars:
........................................................................................................
........................................................................................................
........................................................................................................

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

-------------------------------------------------  -----------------------------------------------
Signature                                      Date

-------------------------------------------------  -----------------------------------------------
Position                                      Name of bidder

May 2011
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.


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

1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td>PRICE</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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

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

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

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

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

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

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

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

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

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

3. **POINTS AWARDED FOR PRICE**

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

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

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

Where

\[
\begin{align*}
P_s &= \text{Points scored for price of bid under consideration} \\
P_t &= \text{Price of bid under consideration} \\
P_{\text{min}} &= \text{Price of lowest acceptable bid}
\end{align*}
\]

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
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<td>6</td>
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<td>7</td>
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<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

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

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

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

7. **SUB-CONTRACTING**

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

(*Tick applicable box*)

YES [ ] NO [ ]

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: %

ii) The name of the subcontractor:

iii) The B-BBEE status level of the subcontractor:

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES [ ] NO [ ]

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Black people with disabilities
Black people living in rural or underdeveloped areas or townships
Cooperative owned by black people
Black people who are military veterans

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: ..............................................................................................

8.3 Company registration number: ......................................................................................

8.4 TYPE OF COMPANY/FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES
1. …………………………………..

2. …………………………………..

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

……………………………………

…………………………………..
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SBD 8

Js365bW
CREDIBLE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids\(^1\) invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a \textit{per se} prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

\(^1\) Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

___________________________________________________ _____________________

(Bid Number and Description)

in response to the invitation for the bid made by:

___________________________________________________ __________________________

(Name of Institution)

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

I certify, on behalf of:__________________________________________________ _____

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

\(^3\) 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

..................................................  ........................................
Signature                  Date

..................................................  ........................................
Position                  Name of Bidder

Js914w 2
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
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17. Prices
18. Contract amendments
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

5. Use of contract documents and information; inspection.
5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of
the supplied goods, for a period of time agreed by the parties,
provided that this service shall not relieve the supplier of any
warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant
and/or on-site, in assembly, start-up, operation,
maintenance, and/or repair of the supplied goods.

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

14. **Spare parts**

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

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

15. **Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)
within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

<table>
<thead>
<tr>
<th>29. Governing language</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>30. Applicable law</td>
<td>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
</tr>
<tr>
<td>31. Notices</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>32. Taxes and duties</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>33. National Industrial Participation (NIP) Programme</td>
<td>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.</td>
</tr>
<tr>
<td>34 Prohibition of Restrictive practices</td>
<td>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).</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>
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.
REQUEST FOR PROPOSALS

CLINICAL CARE SERVICE PROVIDER (CCSP) TO SUPPORT THE IMPLEMENTATION OF NHI PRIORITY PROGRAMMES RELATING TO:

a) MENTAL HEALTH SERVICES
b) HIGH RISK PREGNANCY MANAGEMENT
c) CATARACT SURGICAL SERVICES
d) RADIATION ONCOLOGY BACKLOG SERVICES
e) SCHOOL HEALTH SERVICES

BID VALIDITY PERIOD 120 DAYS

A compulsory briefing session will be held on 22/06/2018 at the Department of Health, Civitas Building, Pretoria with prospective bidders for:
ABBREVIATIONS

CD – Compact Disk
CIPC – Companies and Intellectual Property Commission
CSD – Central Supplier Database
DoH – Department of Health
EME – Exempted Micro Enterprise
KPI – Key Performance Indicator
N/A – Not Applicable
NDoH – National Department of Health
QSE – Qualifying Small Enterprise
SLA – Service Level Agreement
SMME – Small, Medium and Micro Enterprise
SOP – Standard Operating Procedure
SRCC – Special Requirements and Conditions of Contract
VAT – Value Added Tax
ZAR – South African Rand
SECTION A: GENERAL

1. LEGISLATIVE AND REGULATORY FRAMEWORK

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

2. TAX CLEARANCE CERTIFICATE

2.1 An original and valid Tax Clearance Certificate or a Tax Compliance Status Pin issued by the South African Revenue Services certifying that the tax affairs of the bidder are in order must be submitted at the closing date and time of bid.

2.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.

3. VALUE ADDED TAX

3.1 All bid prices must be inclusive of 15% Value-Added Tax.

3.2 Failure to comply with this condition may invalidate the bid.

4. SUBMISSION OF BIDS

4.1 Bidders must submit three sets of bid documents according to the instructions below.

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

4.1.1.1 All SBD and Bid Response forms must be completed in black typescript. All fields must be completed.

4.1.1.2 Where no electronic entry field is provided, bidders must complete the forms in black ink, handwritten in capital letters.

4.1.1.3 Where information as requested is not relevant, this should be indicated with N/A.

4.1.1.4 After completion, the full PDF document and the Bid Response document must be printed.

4.1.1.5 Bidders must submit their complete bid in hard copy format (paper document).

4.1.1.6 The signed hard copy of the bid document will serve as the legal bid document.

4.1.1.7 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

4.1.1.8 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.
4.1.2 Set 2: Scanned version of Set 1. (i.e. Scanned complete hard copy)
4.1.2.1 Bidders must submit a PDF version of the entire signed hardcopy bid, including all certificates and documents requested.

4.1.3 Set 3: Electronic version of bid documents
4.1.3.1 Bidders must submit the electronic versions of all bidding documents to facilitate data extraction. The PDF document must be submitted as editable PDF and the Bid Response Document in Excel (not PDF).

4.2 Set 2 and Set 3 must be included on a CD and submitted in a sealed package with Set 1.
4.3 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.
4.4 All three sets of bid documents must be submitted before the closing time of the bid (date and hour specified in the bidding documents).
4.5 Incomplete bids will be deemed non-responsive.

5. LATE BIDS

5.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration, and where practicable, be returned unopened to the bidder.

6. FRONTING

6.1 The NDOH supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NDOH condemns any form of fronting.
6.2 The NDOH, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/ investigations to determine the accuracy of the representation made in bid documents.
6.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
6.4 Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NDOH may have against the bidder/contractor concerned.

7. SUPPLIER DUE DILIGENCE

7.1 The DoH reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and/or physical inspections or through any other mechanism that is appropriate to assess whether the Bidder complies with requirements as set out in the scope of work.
7.2 Bidders will be required do a presentation to the Bid Evaluation Committee to qualify the proposal.
8. COMMUNICATION

8.1 The Chief Directorate: Supply Chain within the NDOH may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

8.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

8.3 All communication between the bidder and the Chief Directorate: Supply Chain must be done in writing.

9. CONTACT DETAILS

9.1 tenders@health.gov.za
SECTION B: TERMS OF REFERENCE AND SPECIAL BIDDING CONDITIONS

10. INTRODUCTION AND BACKGROUND

10.1 Since the release of the White Paper on National Health insurance (NHI), the National Department of Health (NDOH) has been working towards the operationalisation of the NHI Fund. This includes the:
   a) Legislative and regulatory processes
   b) Financial and operational processes
   c) Governance and leadership
   d) Improvements in service delivery

10.2 Following the establishment of an interim NHI fund mechanism and funding allocated by National Treasury, the NHI interim fund seeks the services of a Clinical Care Service provider (CSCSP) to support the implementation of the NHI Priority Programmes. These include:
   a) Maternal and Women’s Health
      i. High risk pregnancy management
   b) Radiation Oncology backlog services
   c) School health services
   d) The Elderly and disabled
      i. Cataract surgery
   e) Mental Health screening, treatment and care

11. PROGRAMME SPECIFIC TERMS OF REFERENCE

11.1 MENTAL HEALTH SERVICES

11.1.1 Purpose
   • The provision of primary mental health/psychiatric services via psychologists and psychiatrists in nine provinces: Eastern Cape, Free State, Gauteng, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North-West and Western Cape for a period of 30 months (1 July 2018 to 31 December 2020).

11.1.2 Background
   • The prevalence of mental illness is high South Africa. The first nationally representative psychiatric epidemiology study, the South Africa Stress and Health Survey (SASH) found that 16.5 percent of adults have experienced a mood, anxiety or substance use disorder in the previous 12 months. The 12 months’ prevalence of child and adolescent mental health disorders is estimated to be about 17 percent.
   • The burden of mental illness is felt not only through the primary presentation of mental disorders but also through its high comorbidity and association with the growing burden of other illnesses, health priorities and conditions including, infectious diseases such as HIV/AIDS and tuberculosis, non-communicable diseases, poor maternal and child health outcomes, and violence and injuries (Prince et al 2007).
   • SASH also found that there is a high unmet need for common mental disorders in South Africa as only about 1 in 4 of those with a common mental disorder had obtained some form of treatment in the 12 months before the interviews. The study also showed that more respondents used the general medical sector than the mental health sector for mental health problems.
   • Epidemiological studies conducted by the World Health Organization (WHO) in Primary Health Care settings found that about 24% of all patients in these settings
had a mental disorder of which the most common were depression, anxiety and substance use disorders and that these were often missed.

- In order to scale up mental health services at the primary health care, interventions must include mental health promotion, early identification/screening, care, treatment and rehabilitation of mental disorders.

- Additional funds have been allocated to the Department of Health through the National Health Insurance Indirect Grant to among other things fully integrate mental health services in the provision of primary health care services with the view to increase prevention, screening, care, treatment and rehabilitation, including community mental health services.

- By March 2018, the backlog for forensic mental health evaluations was 1431. 585 of these cases were referred for single psychiatrist evaluation, and 846 were referred for evaluation by a panel of two psychiatrists. Around 160 State patients were also waiting for a hospital bed in prison facilities by March 2018.

11.1.3 Programme Description

- The project goal will be to contract mental health practitioners to provide mental health services in the selected districts mostly at primary health care facilities to increase capacity for mental health screening, referral and care.

- The contracted clinical psychologists and psychiatrists will provide mental health/psychiatric services (including review of prescribed medicines and periodic review of involuntary and assisted mental health care users) in primary health and community based mental health organisations. The psychiatrists will also conduct single psychiatrist forensic mental evaluation of accused referred by courts in the catchment area and provide mental health care, treatment and rehabilitation to state patients awaiting a bed in prisons within the district.

- Psychiatrists appointed through this contract will also be allocated to conduct single psychiatrist's forensic mental evaluations of accused referred by courts waiting in prisons for a bed and also to initiate psychiatric treatment on State patients waiting in prison for admission at designated psychiatric hospitals.

- Though all members of the multidisciplinary team (Psychiatrist, psychologists, occupational therapists, social workers and psychiatric nurses) are critical in addressing mental health issues, in view of the limited funds available, 51 psychiatrists and 71 clinical psychologists will be prioritised to render services in 29 selected districts during the 2018/19 financial year through this tender.

11.1.4 The expected deliverables for the project

- Database of eligible and available psychiatrists and clinical psychologists to be targeted for contracting;

- Contracting and reimbursement of the relevant health professionals namely psychiatrists and clinical psychologists;

- Orientation session/s for the psychiatrists and clinical psychologists as soon as they are contracted and linked to respective District Management. Formal introduction of psychiatrists to respective prison management.

- Up to date records of each contracted mental health care practitioner including monthly output, amounts paid, travel claims, incidences, all of which should be available to the Department upon request.

- Develop system to monitor the output of each contracted professional through, among others time sheets and output forms (details of metrics to be collected will be shared with providers).

- Monthly reports on the project implementation including expenditure

- Managing the logistics related to co-ordinating care between patients and healthcare practitioners
11.1.5 Scope of Work
The CCSP will be required to perform the following services focusing on the 29 targeted districts:

- Develop a database of eligible and available psychiatrists and clinical psychologists to be targeted for contracting.

- All psychiatrists and clinical psychologists that are in the private sector and are registered with the Health Professions Council of South Africa should be mapped so that the mental health care practitioners are contracted to a district that is as near as possible to their home or practice.

- Contract and reimburse the relevant health professionals namely psychiatrists and clinical psychologists.

- Develop and implement a system of reimbursement of the contracted psychiatrists and clinical psychologists including travel claims that should be paid in line with the Treasury rates and prescripts. The proposed system of reimbursement should be approved by the National Department of Health before implementation.

- Implement an effective and efficient monitoring and evaluation system that will ensure that the contracted professionals deliver in line with their agreement. Develop and maintain an efficient and effective system to keep up to date records of each contracted mental health care practitioner including monthly output, remuneration records, travel claims, incidences etc. and make these available to the Department if and when requested.

- Compile and submit to the National Department of Health monthly reports on the project implementation including expenditure and data of clients seen by each contracted psychiatrist and clinical psychologist.

- Each contracted psychiatrist and clinical psychologists must see a minimum of five (5) mental health care users per day including writing of necessary reports.

- Organise an orientation session/s for the psychiatrists and clinical psychologists as soon as they are contracted.

- Consult with the relevant district health officials with regards to the list of single psychiatrist observation backlog as well as state patients that the psychiatrists will need to see in prisons.

- Make arrangements with prisons and relevant Courts regarding the times and office space for psychiatrists to see the state patients and single psychiatrist’s observations.

- Only psychiatrists and clinical psychologists that are registered with the Health Professions Council of South Africa should be recruited and contracted.

11.2 HIGH RISK PREGNANCY MANAGEMENT

11.2.1 Purpose

- The provision of services from general practitioners and specialist teams (including obstetricians & gynaecologists, paediatricians and anaesthetists) to provide support in the identification and management of high risk pregnancies at facilities identified by the National Department of Health. (for a period of 30 months 1 July 2018 to 31 December 2020).

11.2.2 Background

- The institutional maternal mortality ratio (iMMR) is a measure of the number of maternal deaths per 100,000 live births, a sensitive indicator of the quality of obstetric care provided to pregnant women within the health care system. South Africa is still falling below the iMMR target of 115 per 100,000 live births at 122 (DHIS, 2014-17 trienniums).

- Evidence suggests many of these deaths are preventable if service delivery and quality of obstetric care is strengthened. One intervention to improve the quality of
obstetric and neonatal care is to provide additional human resource support to selected regional hospitals and facilities within the referral network in the form of private sector specialists and general practitioners able to identify, monitor and treat high risk pregnancies. These sites have been selected because data shows that regional hospitals contributed the largest number of maternal deaths of all facilities in South Africa (1124 of total 3342 deaths (33.6%)) over the 3-year period (2014-17) and the iMMR was disproportionately high for the number of live births (iMMR of 165)

- The National Department of Health has been allocated funds in the form of National Health Insurance Indirect Grants to support the contracting of private practitioners to provide additional support in specified priority areas – including high risk pregnancies.

11.2.3 Scope Of Work
The CCSP will be required to perform the following services as detailed below.

- The National Department of Health will be responsible to identifying the sites at which contractors are required. The CCSP will then be responsible for identifying and developing a database accessible to the National Department of Health, of eligible and available specialists and general practitioners to support high risk pregnancy identification, monitoring and interventions (the latter being handled by specialists, the former dealt with by general practitioners).
- The CCSP is responsible for contracting and reimbursing the relevant health professionals. The development and implementation of a reimbursement system should include travel claims and should be aligned with Treasury rates and prescripts. The proposed reimbursement mechanism should be approved by the National Department of Health before being implemented.
- The service provider will be required to make contact with provincial departments and regional and tertiary hospitals to identify the resource needs regarding the management of high risk pregnancies at these facilities including the caesarean section service. This includes identification of equipment requirements and human resource requirements in support of the specialist team contracted.
- The contracting process should be efficient such that there is maximal output with the minimal utilisation of resources.
- All potential specialists and GPs must be registered with the Health Professions Council of South Africa (public and private) as specialists or general practitioner and comply with continued professional development regulations and recent practice in the maternity services as per National Department of Health policies and guidelines.

11.2.4 Contractor Specifications

- The scope of work and contractor specifications will be determined as per National Department of Health guidelines. The management of high risk pregnant women must be conducted according to the approved Standard Treatment guidelines and protocols of the department.
- The CCSP is responsible for arranging in-facility orientation sessions for the contracted healthcare professionals with the health facility management.

11.2.5 Reporting on progress and outcomes

- The CCSP is responsible for developing and implementing an effective monitoring and evaluation system – including output forms – aligned with the objectives of the priority programme in order to ensure that contracted health professionals deliver in line with their service level agreement. Regular reports regarding outcomes of the contracts and project implementation should be provided along with records of provider remuneration and patient outcomes. Patient records should be handled with confidentiality.
• Regular meetings will have to be scheduled with the National Department of Health to provide feedback. This includes the outcomes of the services delivered. Establish a joint committee with the NDOH to co-ordinate the activities. Specialists should be available for the perinatal reviews and maternal death reviews.

11.2.6 Details to be provided in the proposal
- Proposals must indicate how:
  ▪ The CCSP will monitor that the specialist and GP will engage in continuous professional development related to maternal and neonatal health services;
  ▪ Relevant competent specialists and GPs will be identified in the private sector for contracting;
  ▪ The methodology that will be used to contract private service providers including the reimbursement system;
  ▪ Service provision will be co-ordinated between public health staff and the contracted GP and specialists;
  ▪ Service provision progress will be monitored, reconciliation of claims will be conducted and outcomes will be monitored.

11.3 RADIATION ONCOLOGY BACKLOG SERVICES

11.3.1 Purpose
- The provision of radiation therapy treatment to patients identified as requiring such treatment at select state facilities in the KwaZulu-Natal and Gauteng for a period of 30 months (1 July 2018 to 31 December 2020).

11.3.2 Background
- Cancer is a growing national health and socio-economic concern in South Africa. High death rate and the significant morbidity experienced by cancer survivors is an issue that requires urgent attention. Reported cancer incidence by the National Cancer Registry and mortality rate by (StatsSA) are of concern as many of these deaths are preventable through early detection and timeous treatment, relieving unnecessary suffering and financial strain.

- Between 2015 and 2017, the National Department of Health conducted a series of audits of facilities that provide diagnostic and treatment services. These audits revealed that facilities were functioning at different levels of efficacy due to health systems challenges, which ultimately resulted in significant backlogs and extensive waiting times. They also confirmed that patients in KwaZulu-Natal and Gauteng required urgent attention because those provincial facilities were experiencing significant backlogs and waiting times, poor service delivery platforms, and large caseloads accommodating patients from other provinces and neighbouring countries. This programme will address the backlog of patients in KwaZulu-Natal and Gauteng as an interim measure.

<table>
<thead>
<tr>
<th>Province</th>
<th>Facility</th>
<th>2013/14 - 2016/17 Average Follow-up for Radiation Oncology</th>
<th>2013/14 - 2016/17 Average New Patients for Radiation Oncology</th>
<th>Est. Current Backlog for priority cancers for radiation oncology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gauteng</td>
<td>CMJAH</td>
<td>Not reported</td>
<td>Not reported</td>
<td>500</td>
</tr>
<tr>
<td>Gauteng</td>
<td>Steve Biko</td>
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<td>3 000</td>
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<tr>
<td>KZN</td>
<td>IALCH</td>
<td>37 419</td>
<td>1 517</td>
<td>6 012</td>
</tr>
</tbody>
</table>
11.3.3 Programme description

- The NHI Indirect Grant for Radiation Oncology Services Programme will fund radiotherapy sessions for the reported backlog of patients at select facilities in KwaZulu-Natal and Gauteng. The two treatment options for patients are palliative intent (maximum of 5 fractions + 1 CT planning) and radical intent (maximum of 20 fractions + 1 CT planning).
- The National Department of Health will also appoint a team of specialists from the public sector called NTOTE to provide clinical oversight and governance of the programme, i.e. patient prioritization and design of clinical protocol, etc. The contracted private oncologists will need to adhere to the clinical protocols and treatment plans approved by NTOTE.

11.3.4 The expected deliverables for the project

- Alleviation of the backlog in Gauteng and KwaZulu-Natal provinces at select facilities as measured by but not limited to the following indicators:
  - Number of patients referred by the state hospital
  - Number of patients seen by private oncologists
  - Number of palliative treatments rendered and fractions provided by patient
  - Number of radical treatments rendered and fractions provided by patient
  - Total number of CT planning sessions
  - Total number of fractions delivered
  - Total number of patients with complication referred back to state facility due to complications and/or further in-patient stay
  - Total number of patients required planned transport to private provider
  - Expenditure on a per patient basis
  - Number of performance evaluation meetings
  - Financial reports
  - Reports of patient outcomes;

11.3.5 Scope of Work

The CCSP will be required to perform the following services as detailed below.

- The service provider will be required to contract radiation therapy treatment to private service providers on the behalf of select hospitals:
  - Inkosi Albert Luthuli Central Hospital;
  - Addington Hospital;
  - Charlotte Maxeke Johannesburg Academic Hospital; and
  - Steve Biko Academic Hospital.
- The service provider will be required to develop an appropriate service delivery model based on patient needs, provider capacity and available resources. The options are:

<table>
<thead>
<tr>
<th>#</th>
<th>Model</th>
<th>Description</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>In-facility service</td>
<td>Contracted provider render treatment at the state facility.</td>
<td>State facility has sufficient equipment but insufficient human resource capabilities to render treatment.</td>
</tr>
<tr>
<td>2</td>
<td>Out-of-facility service</td>
<td>Patient is referred and transported to the contracted provider for treatment by the state facility. Treatment is rendered by the state specialist at the contracted facility.</td>
<td>State facility has sufficient human resource capabilities but insufficient equipment to render treatment.</td>
</tr>
<tr>
<td>3</td>
<td>Total patient management</td>
<td>Patient is referred and transported to the contracted provider.</td>
<td>State facility has neither sufficient human resource.</td>
</tr>
</tbody>
</table>
• Case management, collation and capturing of information will be the sole responsibility of the CCSP. Reports must be shared and reviewed.
• Transportation of patients between the referring facility and contracted provider is the sole responsibility of the referring facility.
• All contracted clinical Oncologists must be registered with the Health Professions Council of South Africa.
• Radiation Oncologists employed in the private sector within reasonable proximity to the aforementioned facilities should be requested to deliver services.

The contracting process should be efficient such that there is maximal output with the minimal utilisation of resources. The reimbursement system for health professionals should incentivise efficiency. The proposed system of reimbursement should be accepted by the National Department of Health before implementation. Treatment protocols for palliative intent and radical intent will be developed that are evidence based and cost effective.

• The National Department of Health will identify the relevant technical experts (NTOTE) to participate in the development of the protocols.

11.3.6 Logistics
• The referring facility will coordinate logistics between itself and private provider for radiation therapy treatment and management of patient complications.
• In the event of complications from treatment that require in-patient stay, the private provider must refer the patient back to either the referring state facility or nearest appropriate facility for management and supervision. In such instances, the CCSP must have an on-call specialist to supervise and support management of complications. This list of on-call specialists will be shared with the facilities at the start of the programme. The rate charged for this additional service is to be negotiated.

11.3.7 Reporting on progress and outcomes
• A Performance Management Committee (PMC) must be established to evaluate the programme’s financial position and patient outcomes on a monthly basis. Committees must include representation from the Bidder, Provincial Department of Health, State Facility, Contracted provider and National Department of Health.
• The Parties to this Agreement shall appoint at least 2 (two) representatives as members of the Committee.
• The meetings shall be chaired by National Department of Health at such time and venue as determined by the Committee.
• All business transacted at meetings of the Committee shall be recorded and signed by the chairperson and circulated to the members of the Committee within 14 (fourteen) business days after the meeting.
• The PMC’s will include:
  ▪ Facilitate communication among the Parties;
  ▪ Review progress of implementation, including financial and clinical;
  ▪ Provide feedback to relevant stakeholders;
  ▪ Discuss and provide advice on all and any relevant clinical protocols, budgetary allowances, costs and funding associated with the services;

11.3.8 Invoice submission
• Invoices must be submitted monthly (by the 7th of the month) to the NDOH responsible for payment;
• Data on invoice must be for the entire preceding month;
• Invoice must be accompanied by specified documentation in compliance with the applicable SLAs and SOPs.

11.3.9 Details to be provided in the proposal
• Proposals must indicate how:
  ▪ The methodology that will be used to contract private service providers including the reimbursement system;
  ▪ The administrative charges for each of the models proposed above for the aforementioned facilities;
  ▪ Service provision progress will be monitored, reconciliation of claims will be conducted and outcomes will be monitored.

11.4 SCHOOL HEALTH SERVICES

11.4.1 Purpose
• The provision of Clinical Commissioning services for school health care services in nine provinces: Eastern Cape, Free State, Gauteng, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North-West and Western Cape for a period of 30 months (1 July 2018 to 31 December 2020).

11.4.2 Background
• Children attending schools may experience learning difficulties due to sight, hearing and oral health problems. School children in Quintile 1 and 2 schools were screened for problems with sight, hearing and oral health, but many did not receive follow up services. Children that have been identified with one or more of these problems were recorded on a register with the relevant details. Although the learners were referred to health facilities for interventions to correct the sight, hearing and oral health problems, it is not known whether the learners received the necessary interventions and/or whether the learners’ problems were addressed. The list of such children are referred to as the school health services backlog.

11.4.3 Programme description
• The school health service backlog project is intended to provide spectacles to learners with sight problems, hearing aids to those having hearing problems and oral health services for those with dental problems.
• The expected outcomes of the school health backlog project are:
  ▪ Development of a database of learners identified as having sight, hearing and dental problems during screening in quintile 1 and 2 schools (this will be provided by the National Department of Health);
  ▪ Provision of services contained in the predefined package of services (known as the ISHP specialised service package) to these learners as needed. This will require:
    ▪ Examine learners and assess their need for intervention;
    ▪ Provision of services to the learners including where necessary procurement of assistive devices e.g. spectacles and hearing aids;
    ▪ Contracting and reimbursement of the relevant health professionals namely optometrists, audiologists, dental therapists, oral hygienists and dentists;
    ▪ Co-ordinate logistics between the schools, learners and health professionals;
    ▪ Refer and follow-up learners who require referral.
    ▪ Monitor the health outcomes achieved in service provision.

11.4.4 Scope Of Work
The CCSP will be required to perform the following services as detailed below.
• The service provider will be supplied with a list of names of learners who have
been identified as requiring specialised services. This will include information on
each learner’s current school and grade, information which have to be verified
during service delivery.

• All identified learners should be examined and assessed in order to determine
the interventions/services which they require. Those who require services
included in the package of specialised ISHP services should be provided with
these services according to standard treatment protocols. Learners who require
more specialised services should be referred for these services (as outlined in
the package); a mechanism should be in place to track whether or not the learner
received the necessary service.

• All Health Professionals registered with the Health Professions Council of South
Africa (public and private) i.e. Optometrists, Audiologists, Oral Hygienists and
Dentists should be mapped so that the health professionals in close proximity to
the affected learners can be identified for contracting. Provincial Health
Departments will provide information relating to the details of the number of
health professionals employed and their location.

• Health professionals employed in the public sector (optometrists, audiologists,
dental therapists and dentists) within reasonable proximity to the affected
learners should be requested to deliver services. In areas where public sector
health professionals are not available or unable to provide the services required
then private health professionals should be contracted for such areas.

• The contracting process should be efficient such that there is maximal output with
the minimal utilisation of resources. The reimbursement system for health
professionals should incentivise efficiency. The proposed system of
reimbursement will be provided by the National Department of Health before
implementation. Treatment protocols should be developed aligned to an evidence
based intervention that is cost effective. The National Department of Health will
identify the relevant technical experts to participate in the development of the
guideline.

• A pooled procurement strategy should be used to procure the necessary
assistive devices and consumables to be used in the programme. The strategy
should be to procure the lowest priced products of acceptable quality. The
National Department of Health will participate in the procurement process.

11.4.5 Logistics
• The relevant health professionals may have to assess learners at a facility with the
necessary equipment which would require that the learners will have to be
transported from their School to the health facility for evaluation. This would require
the necessary transport arrangements, consent from parents as well as liaison with
the school management regarding a suitable time. Services may also be provided at
school using mobile health services, as this would be the most cost effective option.

11.4.6 Reporting on progress and outcomes
• Regular reports regarding progress in each of the areas of work should be provided.
This includes the outcomes of the services delivered. A joint committee with the
NDOH will be established to co-ordinate the activities.

• The financial implications of the contracts relating to health professional
reimbursement, and procurement of assistive devices and consumables.

11.4.7 Invoice submission
• Invoices must be submitted monthly (by the 7th of the month) to the NDOH
responsible for payment;
• Data on invoice must be for the entire preceding month;
• Invoice must be accompanied by specified documentation in compliance with the
applicable SLAs and SOPs.
11.4.8 Details to be provided

- Proposals must indicate how:
  - Relevant health professionals will be identified in the public and private sector for contracting;
  - The methodology that will be used to contract private service providers including the reimbursement system;
  - The prices of assistive devices and consumables will be negotiated where no national contract exists.
  - Service provision will be co-ordinated between learners in school and health professionals in the practices;
  - Service provision progress will be monitored, reconciliation of claims will be conducted and outcomes will be monitored.

11.5 CATARACT SURGERY

11.5.1 Purpose

- The provision of cataract surgical services in nine provinces: Eastern Cape, Free State, Gauteng, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North West and Western Cape for a period of 30 months (1 July 2018 to 31 December 2020).

11.5.2 Background

- Cataracts are the leading cause of blindness in South Africa, and although it is not preventable, it is curable. Cataract affect mainly the elderly and it seriously compromises their ability to work and their quality of life. For the country to reverse the prevalence and impact of cataract as a cause of blindness, South Africa has to reach a CSR target of 2000/ million indigent population. Currently, there a long waiting list of patients waiting for cataract surgical services in South Africa.

11.5.3 Programme description

- The cataract surgery programme is aimed at reducing the backlog of cataract surgical services experienced at public institutions in the country.
- The expected outcomes of the cataract surgical backlog project are;
  - Development of a database of patients requiring cataract surgical services;
  - Contracting and reimbursement of the relevant doctors to conduct cataract operations;
  - Co-ordinate logistics between referring hospitals and hospitals where services will be conducted as well as with doctors;
  - Monitor the health outputs and outcomes achieved in service provision.

11.5.4 Scope Of Work

The CCSP will be required to perform the following services as detailed below.

- All appropriately trained doctors registered with the Health Professions Council of South Africa (public and private) will be mapped so that the doctors in close proximity to the hospitals where operations will be conducted may be identified for contracting.
- Private ophthalmologists will be contracted to provide cataract surgical operations at selected public sector hospitals.
- The contracting process should be efficient such that there is maximal output with the minimal utilisation of resources. The reimbursement system for doctors should incentivise efficiency. The proposed system of reimbursement should be approved by the National Department of Health before implementation.
- A treatment protocol should be developed aligned to an evidence based intervention that is cost effective. The National Department of Health will identify the relevant technical experts to participate in the development of the guideline.
11.5.5 Procurement of equipment and consumables

• A pooled procurement strategy should be used to procure the necessary equipment and consumables to be used in the programme. The strategy should be to procure the lowest priced products of acceptable quality. The National Department of Health will lead in the procurement process.

11.5.6 Role

• Provinces and facilities will be responsible for:
  ▪ Provision of lists of screened patients who are waiting for cataract surgery services. Patients will be prioritized on the basis of their visual status (i.e. patients who are bilaterally blind will be prioritized over patients who still have better visual acuity). These patients will be put on a data base.
  ▪ Provide facilities and resources (i.e. support staff, equipment and consumables) where these operations will be conducted.
  ▪ Referring hospitals will transport patients to hospitals where cataract operations will be conducted.
  ▪ Monitor and supervise doctors.

• Role of National Department of Health will be responsible for the following:
  ▪ Project monitoring.
  ▪ Identify Doctors to be contracted.
  ▪ Payment of the services providers or doctors.
  ▪ Procurement of equipment and consumables as agreed with facilities.

• Role of contracted ophthalmologists or ophthalmic medical officers:
  ▪ Pre and post-operative examination of patients.
  ▪ Cataract operations.
  ▪ Monitor and report on the output and outcomes of the operations conducted.

11.5.7 Logistics

• The relevant doctor’s will assess referred patients at a facility with the necessary and appropriate equipment at selected hospitals. Referring hospitals will be responsible for transporting patients to and from the hospitals where operations will be conducted.

11.5.8 Reporting on progress and outcomes

• Regular reports regarding progress in each of the areas of work should be provided. At a minimum, a monthly report reporting progress on agreed indicators will be produced and sent to the National Department of Health. Monthly reports will include (but may not be limited to) the following outcome and output indicators:
  ▪ Number of patients operated on.
  ▪ Post-operative visual acuity- after day 1.
  ▪ Vitreous loss.

• The NDOH will establish a team to co-ordinate the activities.

• The financial implications of the contracts relating to health professional reimbursement, assistive devices and consumables.

11.5.9 Invoice submission

• Invoices must be submitted monthly (by the 7th of the month) to the NDOH responsible for payment;
• Data on invoice must be for the entire preceding month;
• Invoice must be accompanied by specified documentation in compliance with the applicable SLAs and SOPs.

11.5.10 Details to be provided

• Proposals must indicate how:
The affected patients as part of the backlog will be identified in each Province;
Relevant doctors will be identified in the public and private sector for contracting;
The methodology that will be used to contract private service providers including the reimbursement system;
The prices of equipment and consumables which will be negotiated;
Service provision will be co-ordinated between patients and health professionals in the hospitals;
Service provision progress will be monitored, reconciliation of claims will be conducted and outcomes will be monitored.

12. GENERAL TERMS OF REFERENCE

12.1 The CCSP is a service provider who will be responsible for the identification of appropriate teams of health care professionals who will provide services related to the NHI priority programs.
12.2 The CCSP will in addition be responsible for the coordination of the health professionals, contracting and payment of services rendered.
12.3 The general terms of reference include:
   12.3.1 Identity appropriately trained health professionals
   12.3.2 Identify the potential service providers for accreditation.
   12.3.3 Develop and sign contracts with health care professionals
   12.3.4 Manage the relationship with health care service professionals
   12.3.5 Link to patients with health professionals for identified services
   12.3.6 Develop systems for electronic claims submission and review
   12.3.7 Review claims and assess the compliance with protocols, guidelines and standards as specified by the NDoH
   12.3.8 Measure performance and report to the NDoH on specific criteria to be determined from time to time by the NDoH
   12.3.9 Provide any report relating to the services contracted
12.4 The CCSP must provide a Clinical Care Coordinator who will be the link between the public sector facility (or referring public health facility where applicable), the health professionals and the patient.

13. MINIMUM REQUIREMENTS

13.1 The CCSP must be able to demonstrate the following:
   13.1.1 The CCSP must have a well-established business practices with respect to contracting of health professionals and management of patient care including the authorisation and payment of services rendered
   13.1.2 The CCSP must have a well-developed information technology system which (where applicable) is capable of interface with the HPRS developed by the NDoH. Where the HPRS is not available, the requirements will be specified by the NDoH.
   13.1.3 The CCSP will also need to demonstrate significant liquidity in its operations...in compliance with the PFMA the NDoH will reimburse services rendered on an agreed upon schedule...this means the CCSP will be responsible for the payments and will invoice the NDoH after the specified minim period. In this context the CCSP must have an ability to manage +3 months of payments to health professionals
   13.1.4 The CCSP must have systems for the review of claims and ability to assess the need for service and authorisation for services.
   13.1.5 The CCSP must have a well-developed system to detect and mitigate fraudulent claims
13.2 The CCSP will report monthly on specific performance indicators as will be agreed to with the NDoH. The monthly report will be outside of the review of services and reimbursement to the CCSP
13.3 In addition the CCSP and the NDoH will jointly meet quarterly with all provincial health department to plan and understand the service needs.
13.4 These meetings are mandatory and failure to participate may result in the cancelation of the contract
13.5 Accreditation with the CMS as an administrator

14. PRICING AND SERVICE VOLUMES
14.1 The NDOH will provide a reference price list and detailed programmatic service targets for each component to bidders who attend the Pre-screening briefing session

15. DURATION
30 months

16. BID DOCUMENT CHECK LIST

<table>
<thead>
<tr>
<th>DOCUMENT NAME</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBD 1: Invitation to bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSD database sheet for bidder</td>
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<tr>
<td>SBD 4: Declaration of interest</td>
<td></td>
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<tr>
<td>SBD 6.1: Preference Points Claimed (B-BBEE)</td>
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<tr>
<td>B-BBEE Status Level Verification Certificate</td>
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<tr>
<td>SBD 8: Declaration of Past SCM Practices</td>
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<tr>
<td>SBD 9: Certificate of Independent Bid Determination</td>
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<tr>
<td>Registration Certificate with CIPC or proof of ownership/shareholding</td>
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<tr>
<td>PBD7: Compulsory briefing session attendance certificate (if applicable)</td>
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<tr>
<td>Excel bid response document with bidder information and pricing schedule</td>
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<tr>
<td>Entity profile</td>
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<tr>
<td>Testimonials from previous contractors/clients</td>
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<tr>
<td>Proposed project implementation plan</td>
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<tr>
<td>Document detailing technical experience and roles and responsibilities of main team members</td>
<td></td>
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<tr>
<td>Supply chain management information</td>
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<tr>
<td>DOCUMENT NAME</td>
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<td>NO</td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Details regarding information management system,</td>
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<td>monitoring and reporting requirements</td>
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<td>Risk management approach</td>
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<td></td>
</tr>
<tr>
<td>Financial stability - Stamped original bank rating letter with grading</td>
<td></td>
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</tbody>
</table>
17. SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

17.1 Preference Point System
17.1.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
   - The bid price (maximum 90 points)
   - B-BBEE status level of contributor (maximum 10 points)

17.1.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

17.2 Specific award conditions
17.2.1 The DoH may seek advice from suitably qualified experts in the evaluation of the bid.
17.2.2 The DoH reserves the right to award according to the most economical service option submitted.
17.2.3 The DoH reserves the right to stop the contract partly or as a whole, temporarily or indefinitely, in which event neither claim nor liability whatsoever shall lie against DoH either due to non-compliance, non-performance, funding constraints or policy shifts.
17.2.4 DoH reserves the right not make an award.
17.2.5 The Department reserves the right to award this contract per district or per province.
17.2.6 The Department reserves the right to conduct price negotiations, where deemed necessary.
17.2.7 All service providers are bound to protect the confidentiality of all data (including patient confidentiality and the protection of personal information) and information gathered and accessed through the work on assignment. Information and data received and accessed through this project may only be used to meet the objectives outlined in these specifications. The DoH reserves the right to request any relevant documentation at any stage of implementation.
17.2.8 All records, data and information relating to the programme are owned by DoH and remain the intellectual property of DoH and as such must be treated as confidential by the Service Provider.
17.2.9 At the end of the contract period, the service provider shall make available to DoH a record of all the data and information relating to DoH.
17.2.10 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
17.2.11 Penalties will be applied individually according to specific criteria as defined in the SLA.
17.2.12 Winding down - During the transition period from the current contract to the new contract, a phase out/phase in process will be implemented over a period of four months.
17.2.13 The service provider is required to make reasonable efforts to facilitate the transfer in a manner that minimises the time to complete such transfer and maintains uninterrupted service delivery requirements to patients.

17.3 Mandatory Requirements
17.3.1 Attendance at the compulsory briefing session
   - This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any issues they may have.

17.3.2 Submission of complete bid documents
   - Bidders must submit all required documents indicated hereunder at the closing date and time of the bid.
     (i) SBD1: Invitation to bid
     (ii) CSD Database Sheet for Bidder
17.4 Registration on Central Supplier Database

17.4.1 The Central Supplier Database (CSD) is managed by National Treasury to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

17.4.2 It is a compulsory requirement that all bidders are registered on the CSD at the closing time of the bid (date and hour specified in the bidding documents). Furthermore, suppliers must provide the unique supplier number and security code allocated to them as part of the bid document.

17.4.3 A bid will be deemed non-responsive if the bidder fails to provide the unique supplier number and security code.

17.4.4 For information regarding registration on the CSD, go to www.csd.gov.za.
17.5 Subcontracting

17.5.1 Bidders are required to stipulate the following where any subcontractor relationship will be entered into for the delivery of any component of this bid:

(i) Description of the goods and/or services to be provided by the subcontractor;

(ii) The registered name of the subcontractor;

(iii) The B-BBEE contributor level of the subcontractor, incl. whether they are a Qualifying Small Enterprises (QSE) or Exempted Micro Enterprise (EME), or whether this is not applicable (N/A);

(iv) The value of the subcontractor relationship as a percentage of the overall bid value, per year.

18. BID EVALUATION PHASES AND CRITERIA

18.1 The evaluation process will be conducted in five phases as follows:

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>Phase 4</th>
<th>Phase 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-screening</td>
<td>Supply chain</td>
<td>Special</td>
<td>Functionality</td>
<td>90/10 Preferential Point System</td>
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<td>Attendance at</td>
<td>conditions</td>
<td>requirements and</td>
<td>criteria and weighting</td>
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<tr>
<td>compulsory</td>
<td>Non-compliance</td>
<td>conditions of</td>
<td>Due diligence</td>
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<tr>
<td>briefing session</td>
<td>to mandatory</td>
<td>contract including</td>
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<tr>
<td>for relevant</td>
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<td>bidders</td>
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<td>bid</td>
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18.2 Phase 1: Pre-screening – Attendance at compulsory briefing session

18.2.1 Attendance at the briefing session is compulsory for bidders.

18.2.2 A certificate of attendance will be issued at the briefing session. The name on the briefing session attendance certificate must reflect the bidder name.

18.2.3 Enquiries by interested parties

18.2.4 Following the briefing session, interested parties are invited to submit all their enquiries to the designated persons listed. Responses to these will be made in the form of briefing notes to all the interested parties in order to promote equal provision of information to all parties.

18.3 Phase 2: Supply Chain Conditions

18.3.1 Submission of completed bid documents as detailed in section Bid Document Check List (See section 3).

18.4 Phase 3: Special requirements and conditions of contract including legislative compliance

18.4.1 Review of compliance with all Special requirements and conditions of contract including legislative compliance

18.5 Phase 4: Functionality Criteria and Weighting

18.5.1 Functional requirements

- It is imperative that the bidder provides sufficient information to illustrate that it is capable of providing the service and to provide the necessary information to enable it to make an effective comparison between bids.

- All submissions should include a comprehensive explanation of any similar service provided and how the business model could be adapted (if necessary) to provide the required services. Examples of current practice, copies of standard operating procedures, contracts with health professionals should be provided.

- Bidders must achieve minimum functionality score of 70% to progress to phase 5.

18.5.2 Bidders will be scored according to the following weighted criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighted %</th>
<th>Scoring Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience in the contracting and administration of such services</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td>Weighted %</td>
<td>Scoring Criteria</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
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<td>---------------------------------------</td>
</tr>
<tr>
<td>Bidder to provide:</td>
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</tr>
<tr>
<td>• At least 2 testimonials (original copies) from previous contractors/clients provided on the letterhead of contractor/client. The duration of the relationship must be indicated in the testimonial.</td>
<td></td>
<td>&gt;5 years = 5</td>
</tr>
<tr>
<td>• Testimonials must be signed by the Chief Executive Officer or Financial Director.</td>
<td></td>
<td>3–5 years= 4</td>
</tr>
<tr>
<td>• Testimonials must be signed by the Chief Executive Officer or Financial Director.</td>
<td></td>
<td>1–3 years = 3</td>
</tr>
<tr>
<td>• Testimonials must be signed by the Chief Executive Officer or Financial Director.</td>
<td></td>
<td>&lt;1 year = 1</td>
</tr>
<tr>
<td>Bidder to be assessed on years of experience providing similar services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed project implementation plan</td>
<td>20%</td>
<td>No information = 0</td>
</tr>
<tr>
<td>Bidder to provide proposed project implementation plan.</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>Bidder to be assessed on the basis of:</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Activities in pre-project implementation phase</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>• Activities during project implementation phase</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Activities during project implement phase</td>
<td></td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>• Project management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Technical experience and roles and responsibilities of main team members.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims management and reimbursement systems</td>
<td>20%</td>
<td>No information = 0</td>
</tr>
<tr>
<td>Bidder to provide:</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>• Description of claims management system</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Information on reimbursement systems</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>Bidder to be assessed on the basis of:</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Electronic claims management system:</td>
<td></td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>o Data management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Ability to interface with claimant’s systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Capability to perform claims verification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Electronic reimbursement management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Ability to interface with banking systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Timelines from claims submissions to reimbursement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracting and tariff negotiation</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td>Weighted %</td>
<td>Scoring Criteria</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Bidder to provide information on:</td>
<td></td>
<td>No information = 0</td>
</tr>
<tr>
<td>• System to identify relevant health professionals eligible for contracting</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>• Sample of contracts with similar health professionals</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Evaluation of the quality of health establishments</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>• Methodology to negotiate tariffs for the health care services to be rendered.</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Information management system, monitoring and reporting requirements</td>
<td>10%</td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>Bidder to provide information on:</td>
<td></td>
<td>No information = 0</td>
</tr>
<tr>
<td>• Information management system</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>• Proposed monitoring</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Proposed reporting</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>Bidder to be assessed on the basis of:</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Information management systems available</td>
<td></td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>• Ability to interface with DoH systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Data management processes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Record keeping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Compliance with monitoring and reporting requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication strategy</td>
<td>5%</td>
<td>No information = 0</td>
</tr>
<tr>
<td>Bidder to provide proposed communication strategy.</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>Bidder to be assessed on the basis of:</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Call centre management</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>• Plan for communication with health professionals. schools and learners</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Medication error reporting processes</td>
<td></td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>Risk management</td>
<td>5%</td>
<td>No information = 0</td>
</tr>
<tr>
<td>Bidder to provide proposed risk management plan.</td>
<td></td>
<td>Poor = 1</td>
</tr>
<tr>
<td>Bidder to be assessed on the basis of:</td>
<td></td>
<td>Below average = 2</td>
</tr>
<tr>
<td>• Description of risk management approach, i.e. processes, techniques, tools, and team roles and responsibilities</td>
<td></td>
<td>Average = 3</td>
</tr>
<tr>
<td>• Types of risk to be managed</td>
<td></td>
<td>Good = 4</td>
</tr>
<tr>
<td>• Template of plan to be used for risk management</td>
<td></td>
<td>Excellent = 5</td>
</tr>
<tr>
<td>Criteria</td>
<td>Weighted %</td>
<td>Scoring Criteria</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td><strong>Financial stability</strong></td>
<td>20%</td>
<td>No information = 0</td>
</tr>
<tr>
<td>Bidder to provide stamped original bank</td>
<td></td>
<td>Category C = 10</td>
</tr>
<tr>
<td>rating letter with grading</td>
<td></td>
<td>Category B = 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Category A = 20</td>
</tr>
</tbody>
</table>

18.6 Phase 5:90/10 Preferential Point System

18.6.1 Price evaluation
- The bidder must complete the Excel bid response document as provided in the Bid Documents.
- All prices must be quoted:
  1. in South African Rand (ZAR);
  2. Clinical Commissioning and logistics costs per learner from the backlog list evaluated by the relevant health professional
  3. excludes the consultation fees of the health professional
  4. excludes the cost of assistive devices or dental consumables
  5. inclusive of VAT.

18.6.2 B-BBEE point allocation
- A maximum of 10 points will be added to the price points for achieving B-BBEE levels according to the formula in the preference claim form (SBD6.1), where such level is claimed and relevant proof is submitted.
- The total score per bidder per province as well as capacity will be considered in the final award.

19. POST AWARD PERFORMANCE MANAGEMENT

19.1 The NDoH, in collaboration with provinces, will monitor the performance of contracted service providers and maintain a scorecard of key performance indicators (KPIs) for compliance to the terms of this contract.

19.2 The DoH will evaluate service providers in terms of these KPIs on a regular basis.

19.3 The DoH may, at any time, carry out inspections, either using DoH personnel and/or through contracted auditors.

19.4 Details relating to performance management will be included in the Service Level Agreement.
The Director General: *NAME OF DEPARTMENT*

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per the records held by the bank.

I/we understand that the Department will not assume responsibiliy for any delayed payments, as a result of incorrect information supplied.

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Initials:</td>
</tr>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Surname:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Address</td>
</tr>
</tbody>
</table>

(Compulsory if Supplier)

<table>
<thead>
<tr>
<th>Postal Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
<th>Individual</th>
<th>Department</th>
<th>Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Company</td>
<td>Trust</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CC</td>
<td>Other (Specify)</td>
<td></td>
</tr>
</tbody>
</table>

| Department Number | 63 of 64 |
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
</tbody>
</table>

**Account Type**
- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

<table>
<thead>
<tr>
<th>ID Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Passport Number</td>
<td></td>
</tr>
<tr>
<td>Company Registration Number</td>
<td></td>
</tr>
</tbody>
</table>

*CC Registration
*Please include CC/CK where applicable

| Practise Number |  |

**Contact Details**

**Business**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
</table>

**Home**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
</table>

**Fax**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Fax Number</th>
</tr>
</thead>
</table>

**Cell**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Cell Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Code</td>
<td></td>
</tr>
</tbody>
</table>

**Email Address**

<table>
<thead>
<tr>
<th>Print Name</th>
</tr>
</thead>
</table>

**Contact Person:**

---

Bank stamp

It is hereby confirmed that this details have been verified against the following screens

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

**Contact Details**

**Business**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
</table>

**Home**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
</table>

**Fax**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Fax Number</th>
</tr>
</thead>
</table>

**Cell**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Cell Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Code</td>
<td></td>
</tr>
</tbody>
</table>

**Email Address**

<table>
<thead>
<tr>
<th>Print Name</th>
</tr>
</thead>
</table>

**Contact Person:**

---

**Supplier Signature**

**Regional Office Sender**

**Print Name**

**Print Name**

**Rank**

**Date (dd/mm/yyyy)**

---

**NB:** All relevant fields must be completed

**PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:**