NDOH 24 / 2018-2019

South Africa National Department of Health Global Fund TB/HIV Program

Request for Accreditation to serve as Global Fund Grant TB Sub-Recipient (SR) from April 2019 – March 2022

Validity Period: 120 Days

National Department of Health

Compulsory Briefing Session

Date: 7 December 2018
Time: 10:00
Venue: Burgers Park Hotel
Cnr. Thabo Sehume & Jacob Marè Streets
Pretoria Central
0001
PART A
INVITATION TO BID

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


DESCRIPTION: REQUEST FOR ACCREDITATION TO SERVE AS GLOBAL FUND TB SUB-RECIPIENT (SR)

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, 0001

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

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

SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>POSTAL ADDRESS</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td>VAT REGISTRATION NUMBER</td>
</tr>
</tbody>
</table>

| SUPPLIER COMPLIANCE STATUS |
| TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: |
|                           |               | MAAA |

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
<th>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>[TICK APPLICABLE BOX]</td>
<td>[TICK APPLICABLE BOX]</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED? |
| [IF YES ENCLOSE PROOF] | [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| Yes | No | Yes | No |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

1
### 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: .................................................................
PART B
TERMS AND CONDITIONS FOR BIDDING

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

2. TAX COMPLIANCE REQUIREMENTS
   2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
   2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE
       ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
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   2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
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       TCS CERTIFICATE / PIN / CSD NUMBER.
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       PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE
       STATE.”

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

SIGNATURE OF BIDDER: ..........................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED: ..........................................................
(Proof of authority must be submitted e.g. company resolution)

DATE:  ..........................................................
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? YES/NO

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
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
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


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/not exceed R50 000 000 (all applicable taxes included) and therefore the ................. preference point system shall be applicable; or
   b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

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

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</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:

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

Where

\[Ps = \text{Points scored for price of bid under consideration}\]
\[Pt = \text{Price of bid under consideration}\]
\[P_{\text{min}} = \text{Price of lowest acceptable bid}\]

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<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>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<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)*

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

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor: 

iii) The B-BBEE status level of the sub-contractor:

iv) Whether the sub-contractor is an EME or QSE *(Tick applicable box)*

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

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>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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-BBEE 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 audi alteram partem rule was applied).</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>
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<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>4.4.1</td>
<td>If so, furnish particulars:</td>
<td>SBD 8</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.


SBD 8
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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:_______________________________________________________that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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 consortium³ 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.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. **Application**

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

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

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

3. **General**

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

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

4. **Standards**

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

5. **Use of contract documents and information; inspection.**

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

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

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

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

6. **Patent rights**

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(e) training of the purchaser’s personnel, at the supplier’s plant
and/or on-site, in assembly, start-up, operation,
maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the
supplier, provided that this election shall not relieve the supplier
of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending
       termination, in sufficient time to permit the purchaser to
       procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the
       purchaser, the blueprints, drawings, and specifications of the
       spare parts, if requested.

15. Warranty

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

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

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

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

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

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

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

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

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

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

21. Delays in the supplier’s performance
   21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
   21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
   21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
   21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

<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>
</tbody>
</table>
|                        | 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)
NDOH 24 / 2018-2019

South Africa National Department of Health Global Fund TB/HIV Program

Request for Accreditation to serve as Global Fund Grant TB Sub-Recipient (SR) from April 2019 – March 2022

Validity Period: 120 Days

National Department of Health

Briefing Session

Date: 7 December 2018
Time: 10:00
Venue: Burgers Park Hotel
Cnr. Thabo Sehume & Jacob Marè Streets
Pretoria Central
0001
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<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADSM</td>
<td>Active Drug Safety Monitoring</td>
</tr>
<tr>
<td>AIDS</td>
<td>Acquired Immune Deficiency Syndrome</td>
</tr>
<tr>
<td>BBBEE</td>
<td>Broad-Based Black Economic Empowerment</td>
</tr>
<tr>
<td>CAD</td>
<td>Computer Aided Detection</td>
</tr>
<tr>
<td>CHC</td>
<td>Community Health Centers</td>
</tr>
<tr>
<td>CCM</td>
<td>Country Co-Ordinating Mechanism</td>
</tr>
<tr>
<td>DHMT</td>
<td>District Health Management Team</td>
</tr>
<tr>
<td>DCXR</td>
<td>Digital Chest X-Ray</td>
</tr>
<tr>
<td>DOH</td>
<td>Department of Health</td>
</tr>
<tr>
<td>DR-TB</td>
<td>Drug Resistant-TB</td>
</tr>
<tr>
<td>DS-TB</td>
<td>Drug Sensitive-TB</td>
</tr>
<tr>
<td>GF</td>
<td>Global Fund</td>
</tr>
<tr>
<td>GF CCM</td>
<td>Global Fund Country Co-Ordinating Mechanism</td>
</tr>
<tr>
<td>GXP</td>
<td>Gene X-pert</td>
</tr>
<tr>
<td>HCW</td>
<td>Health Care Worker</td>
</tr>
<tr>
<td>HIV</td>
<td>Human Immunodeficiency Virus</td>
</tr>
<tr>
<td>IPT</td>
<td>Isoniazid Preventive Therapy</td>
</tr>
<tr>
<td>LAM</td>
<td>Lipoarabinomannan</td>
</tr>
<tr>
<td>LFA</td>
<td>Local Fund Agent</td>
</tr>
<tr>
<td>LMIS</td>
<td>Logistics-Management Information System</td>
</tr>
<tr>
<td>LTBI</td>
<td>Latent TB Infection</td>
</tr>
<tr>
<td>MDR-TB</td>
<td>Multidrug Resistant TB</td>
</tr>
<tr>
<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
</tr>
<tr>
<td>MPs</td>
<td>Members of Parliament</td>
</tr>
<tr>
<td>MPLs</td>
<td>Members of Provincial Legislature</td>
</tr>
<tr>
<td>NDoH</td>
<td>National Department of Health</td>
</tr>
<tr>
<td>NIMDR-TB</td>
<td>Nurse Initiated MDR-TB treatment</td>
</tr>
<tr>
<td>NPC</td>
<td>National Pharmacovigilance Council</td>
</tr>
<tr>
<td>NTP</td>
<td>National TB Programme</td>
</tr>
<tr>
<td>PHC</td>
<td>Primary Health Care</td>
</tr>
<tr>
<td>PLHIV</td>
<td>People Living with HIV</td>
</tr>
<tr>
<td>PR</td>
<td>Principal Recipient</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>PViMS</td>
<td>Pharmacovigilance Monitoring System</td>
</tr>
<tr>
<td>QI</td>
<td>Quality Improvement</td>
</tr>
<tr>
<td>RFF</td>
<td>Request for Funding</td>
</tr>
<tr>
<td>SRs</td>
<td>Sub-Recipients</td>
</tr>
<tr>
<td>SSRs</td>
<td>Sub-sub Recipients</td>
</tr>
<tr>
<td>SP</td>
<td>Selection Panel</td>
</tr>
<tr>
<td>TB</td>
<td>Tuberculosis</td>
</tr>
<tr>
<td>WBPHCOT</td>
<td>Ward-based primary healthcare outreach team</td>
</tr>
<tr>
<td>WHO</td>
<td>World Health Organization</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

The National Department of Health (NDoH) is one of the recommended Principal Recipients (PRs) that will implement Global Fund programmes from the 1st April 2019 to 31st March 2022. PRs serve as grants management units while sub-recipients (SRs) will be the main implementers of the programmes. Therefore, NDoH invites interested non-profit organisations (NPO) and government departments to apply to be considered as SRs who will be implementing the Global Fund TB/HIV Grant activities in 6 prioritised districts that form part of the TB/HIV request for funding (RFF) submitted to the Global Fund to Fight AIDS, TB and Malaria by the Global Fund Country Co-ordinating Mechanism (CCM) in August 2018. The NDoH needs SRs to implement robust quality improvement (QI) methodology that will assist in finding the missing TB patients, improving linkage and retention in care and providing appropriate treatment for latent TB infection (LTBI) and DR-TB.

Interested SRs should meet all NDoH and Global Fund grant requirements and have the capacity to implement an agreed comprehensive package of services to be determined by the NDoH. SRs should be able to implement the QI methodology in an efficient, effective, sustainable manner and demonstrate value for money. The NDoH will use specific criteria to appoint SRs which will include:

- the ability and capacity to function as SRs according to Global Fund requirements,
- experience of working in the provinces and/ or districts allocated by NDoH,
- evidence of efficient and effective implementation of quality programmes in the prioritised focus programme areas and,
- linkages with appropriate partners and stakeholders.

It should be noted that applicants are not required to submit implementation plans and budgets as part of this call for proposals.
Applicants who are selected by NDoH for an SR role will undergo a capacity assessment by the NDoH and the Local Fund Agent (LFA) before the final decision to appoint them is made. The selected SRs will also be invited to undertake detailed programming, costing and budgeting under the guidance of NDoH and the Global Fund CCM.

2. **ROLES AND RESPONSIBILITIES**

2.1. **Principal Recipient**

As a PR, NDoH’s role is to manage and coordinate the implementation of the grant, disburse funding, provide support to implementers and report to the Global Fund in-country authorities such as the CCM, provincial AIDS Councils and National Treasury. The PR ensures prudent management of grant funds in accordance with the obligations under the Global Fund Grant Regulations and that the SRs fulfil all fiduciary responsibilities as agreed upon with the Global Fund.

The PR shall appoint the required number of SRs to implement a full comprehensive package of services, based on a set of objective criteria that demonstrate the capacity and experience to implement large programmes. The PR has the responsibility to select the most capable SRs in an open and transparent process and the selection must be in line with relevant Global Fund policies, including the Guidelines on Implementers of Global Fund Grants.

2.2. **Sub-Recipients**

SRs have a contractual relationship with the PR and are direct implementers of programmes financed by the Global Fund. Selected SRs are expected to contribute to the delivery of the program and consequently to the good performance of the grant.

The responsibilities of SRs include the following:

- Sign grant agreements with the PR.
- Contract service providers, where necessary, under the guidance of and approval by the PR.
Develop work plans that will be approved by the PR.

Collaborate with relevant district management teams, other stakeholders and structures such as government departments, local and district AIDS Councils so that implementation is coordinated and contributes to broader local implementation plans.

Implement grant work plans under the oversight of the PR and where applicable, manage service providers.

Propose changes to the PR on the work plans and budgets when necessary.

Participate in performance review meetings to improve programme performance and impact.

Report on programme progress and challenges to the PR and district management teams through regular reports.

Identify key implementation issues and bottlenecks and escalate to the PR.

Provide grant related information to the PR when requested.

3. ORGANISATIONAL REQUIREMENTS

The minimum requirements to serve as an SR include:

3.1 Governance and Programme Management

- Organisational management and implementation structure.
- Governance structure, management practices and processes.
- Technical expertise including grant management experience.
- Infrastructure and management information system.
- Internal controls and risk management systems.
- Management, capacity building and oversight of service provider’s and satellite offices.

3.2 Financial Management

- Financial organizational structure and functions.
- Budget management processes.
- Accounting and record keeping.
- Supply chain management policies and procedures.
• Payments and invoicing.
• Cash flow management.
• Asset management.
• Audits mechanisms.

3.3 Monitoring, Reporting and Evaluation
• Organisational structure and M&E functions.
• Human capacity for monitoring and evaluation unit.
• Coordination and management of M&E systems.
• Programme monitoring and evaluation.
• Database and information management system.
• Data dissemination and use.

3.4 Human Resource Management
• Organisational human resource structure and functions.
• Human resource policies and procedures.
• Payroll management.
• Performance and development management systems.

3.5 Organisational Culture on Communication and Advocacy
• Existence of information products (i.e. reports, website content, emails, newsletters, geo-spatial maps, tables, charts, etc).

These organisational requirements will be assessed during the evaluation process.
4. GEOGRAPHIC LOCATION

The SRs will be expected to provide the full comprehensive package of services in 6 priority districts namely - Cape Town, Ekurhuleni, Johannesburg, OR Tambo, eThekwini and Ehlanzeni. In addition, the TB QI intervention only will be implemented in three districts (Ugu, Buffalo City and King Cetshwayo). Table 1 below outlines the prioritised districts and program areas.

Table 1: Geographical Location

<table>
<thead>
<tr>
<th>Province</th>
<th>District</th>
<th>Program Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>OR Tambo</td>
<td>DSTB, DR-TB, TB/HIV</td>
<td></td>
</tr>
<tr>
<td>Buffalo City</td>
<td>TB QI only</td>
<td></td>
</tr>
<tr>
<td>Ekurhuleni</td>
<td>DSTB, DR-TB, TB/HIV</td>
<td></td>
</tr>
<tr>
<td>Johannesburg</td>
<td>DSTB, DR-TB, TB/HIV</td>
<td></td>
</tr>
<tr>
<td>eThekwini</td>
<td>DSTB, DR-TB, TB/HIV</td>
<td></td>
</tr>
<tr>
<td>King Cetshwayo</td>
<td>TB QI only</td>
<td></td>
</tr>
<tr>
<td>Ugu</td>
<td>TB QI only</td>
<td></td>
</tr>
<tr>
<td>Mpumalanga</td>
<td>DSTB, DR-TB, TB/HIV</td>
<td></td>
</tr>
<tr>
<td>Western Cape</td>
<td>Cape Town</td>
<td>DSTB, DR-TB, TB/HIV</td>
</tr>
</tbody>
</table>

5. GRANT IMPLEMENTATION APPROACH

The National TB Program has adopted the QI methodology to strengthen the gaps along the TB care cascade. The TB programme interventions will be implemented using a quality improvement approach which uses a combination of testing new/innovative ideas, measurement, standardisation of processes and scale up. This approach requires a culture of accountability by managers and service providers at all levels and includes the following:

- Capacity building for managers and providers at all levels on the model for improvement
- Facilitating the establishment of quality improvement teams
- Providing technical support to managers at all levels
- Mentoring of staff at facility level
6. SCOPE OF WORK FOR THE COMPREHENSIVE PACKAGE OF SERVICES IN SIX PRIORITY DISTRICTS

Below is the scope of work for the comprehensive package of services applicable to the six priority districts and it is divided into three programmatic areas. The program will be implemented at district, sub-district, hospital, CHC, clinic and community levels within each district.

6.1 Programmatic areas

6.1.1 TB care and prevention
- Screen for TB using symptom screening tool high risk groups
- Tracking of household contacts who have not been screened.
- Safe collection of quality sputum for testing.
  - Pilot use of custom designed sputum collection booths.
  - Optimising sputum production with the use of nebulizers.
- Routine testing of newly diagnosed HIV positive clients for TB.
- Routine testing of HIV positive pregnant women for TB on enrolment in antenatal care.
- Test for TB using X-pert ultra and urine LAM.
- Infection prevention and control
  - Develop and disseminate infection control material.
  - Educate patients and household contacts on cough etiquette.
- Track of patients who have missed appointments for TB treatment initiation and for follow-up visits.
- Provide of adherence counselling and support for patients on treatment.
- Ensure and support monitoring and reporting of adverse drug events for first line TB medicines (ADSM).
- Capacity building for health care workers on clinical management, infection control and ethics.
- Capacity building for data capturers and other cadres of staff on data management.
- Support implementation of TIER TB Module.
- Monitor and support project staff placed at facility and district level.
- Ensure treatment of all eligible patients for LTBI.
- Support the roll out of 3HP.
- Develop, print and distribute DS TB related IEC materials under the guidance of the PR.
- Provide occupational health services to health care workers in selected facilities.
- Conduct baseline facility assessments.

6.1.2 Drug Resistant TB
- Safe collection of quality sputum for testing.
  - Pilot use of custom designed sputum collection booths.
  - Optimise sputum production with the use of nebulizers.
- Test for second line TB drugs using Line Probe Assay (LPA), culture and Drug Susceptibility Testing (DST).
- Ensure HIV testing for DR TB patients with unknown and HIV negative status.
- Infection prevention and control
  - Development and disseminate infection control material.
  - Education with regards to cough etiquette.
6. Track patients who have missed appointments for treatment initiation and for follow-up visits.

7. Provide adherence counselling and support for patients on treatment.

8. Ensure and support monitoring and reporting of adverse drug events for second line TB medicines (ADSM).

9. Capacity building for health care workers on clinical management, infection control and ethics.

10. Capacity building for data capturers and other cadres of staff on data management.

11. Support implementation of EDRWeb.

12. Procure and place Electrocardiography (ECG) equipment in decentralised sites that do not have.

13. Monitor and support project staff placed at facility and district level.

14. Conduct baseline facility assessments.

15. Ensure treatment of all eligible patients for LTBI.

16. Develop, print and distribute DR TB related IEC materials under the guidance of the PR.

6.1.3 TB/HIV

- HIV testing for TB patients with unknown and negative HIV status.
- Ensure linkage of HIV positive TB patients to ART
- Ensure treatment of all eligible patients for LTBI.
- Support the roll out of 3HP.

7. SCOPE OF WORK FOR QUALITY IMPROVEMENT IN THREE DISTRICTS

Below is the scope of work for the TB quality improvement applicable to three districts. Quality Improvement will be implemented at district, sub-district, hospital, CHC, clinic and community levels within each district.

- Develop the district quality improvement logical framework
- Develop of project work plan
- Facilitate the establishment of quality improvement teams
8. KEY POSITIONS FOR IMPLEMENTATION OF THE COMPREHENSIVE PACKAGE OF SERVICES IN THE 6 PRIORITY DISTRICTS

The key positions needed to support programme implementation in the 6 priority districts are listed in Table 2 below and MUST be included in the proposal.

Table 2: Key positions in the 6 districts

<table>
<thead>
<tr>
<th>District</th>
<th>Hospital</th>
<th>CHCs/Clinics/Decentralized sites</th>
<th>Community level</th>
</tr>
</thead>
<tbody>
<tr>
<td>QI advisor</td>
<td>TB focal nurse</td>
<td>Data capture/s</td>
<td>Community Health Worker</td>
</tr>
<tr>
<td>Medical Officer</td>
<td>Data capturer</td>
<td>TB support officer/Enrolled nurse</td>
<td></td>
</tr>
<tr>
<td>NIMDR-TB nurse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M &amp; E officer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. KEY POSITIONS FOR THE 3 TB QI DISTRICTS:

The key positions needed to Quality improvement implementation in the 3 priority districts are listed below and MUST be included in the proposal.
9.1 District level only

- QI advisor.
- M&E officer.

10. MANDATORY TECHNICAL REQUIREMENTS

Applicants are required to demonstrate their experience and expertise in one or all the program areas listed in Paragraph 6.1 above.

10.1 Past experience (Maximum one and a half (1½) pages)

Provide a brief overview of the past experience in the implementation of similar activities in each program focusing on the following:

- Description of the package of services delivered and program performance
- State the source of funding and amount received.
- Indicate key outputs, outcomes and impact of the interventions
- Indicate any peer reviewed publications and evaluations done by the donor or other external independent evaluations.

Applicants MUST provide the necessary evidence in a form of contactable signed reference letters from previous or current funders. The letter must support the items listed above.
10.2 Demonstration of Program Implementation (maximum 1 page)
- Demonstrate how your organisation will implement the programs above in areas where you do not have experience.
- Describe how your programmes will support human rights and address gender inequality.

10.3 Methodology Approach

10.3.1 Effective implementation (maximum 2 pages)
Provide a brief description of how your organisation will effectively implement the programs listed above (focusing on the organisational requirements under paragraph 3 above)

10.3.2 Cost effectiveness and Value for money (maximum 1 page)
- Provide a brief description of how your organisation will ensure cost effectiveness and value for money for programmes to be delivered.
- Describe how communities will be strengthened through your interventions.

10.3.3 Geographical coverage (maximum 2 pages)
- State the areas of operation where services were offered (i.e. provinces and districts).
- Targeted beneficiaries.
- State how operations were managed in the different areas (e.g. whether there is an office in the province/district or is it managed remotely)
- State the period of operation (years and months the above packages of services were offered).

10.3.4 Collaborative relationships (maximum 2 pages)
- Indicate the stakeholders you collaborated with focusing on the reasons for engagement and demonstrate evidence for a strong working relationship.
11. PREQUALIFICATION CRITERIA

All applicants with exception of government departments must have a broad-based black economic empowerment (BBBEE) level two (2) or better. Applicants that do not meet the above requirement will be disqualified from further evaluation.

12. EVALUATION PROCESS AND CRITERIA

The evaluation of submissions will be managed by an NDoH Bid Evaluation Committee (BEC) appointed by the Director-General. The evaluation process will be conducted according to the following stages:

- The first stage of the evaluation process assesses for compliance with pre-qualification criteria.
- The second stage of the evaluation process assesses compliance with administrative requirements (refer to Annexure A).
- The third stage of the evaluation process assesses technical competency focusing on the ability to fulfil the technical mandatory requirements. (refer to Annexure B).
- The fourth stage of the evaluation process assesses presentation of the proposal (refer to Annexure B).

The BEC will make recommendations to the NDoH Bid Adjudication Committee (BAC) for consideration and BAC will make recommendations to the Director-General for approval of the final list of SRs.

NB: The PR reserves the right to conduct due diligence on information provided.

13. APPLICATION INSTRUCTIONS

All applications must be submitted using the attached application form.

Applicants are required to:

- Clearly mark their applications with a tick, “√”.  

Page 17 of 42
- Ensure completeness of the bid documentations (including the attachment of all necessary supporting documentation) and not exceed recommended length of sections.
- Attach board resolution authorising submission of application.
- All proposals with all supporting documentation must be deposited into the tender box located at the National Department of Health, Civitas Building, corner of Struben and Thabo Sehume Streets, Pretoria before the deadline of 28th January 2019 by 11H00.
14. APPLICATION TIMEFRAME

The timelines for the application process are shown in Table 3.

Table 3. Application timelines

<table>
<thead>
<tr>
<th>Stage</th>
<th>Date/period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Publication date</td>
<td>30 November 2018</td>
</tr>
<tr>
<td>2. Briefing session (not compulsory)</td>
<td>07 December 2018</td>
</tr>
<tr>
<td>3. Deadline for submitting applications</td>
<td>11 January 2019</td>
</tr>
<tr>
<td>4. Extended deadline for submitting applications</td>
<td>28 January 2019</td>
</tr>
</tbody>
</table>

15. CONTACT DETAILS

Please direct your requests for information and questions/queries to:

Contact email: tenders@health.gov.za

Please note that questions and requests for information must be submitted before 14 December 2018 16h00.
Annexure A. Mandatory Administrative requirements for acceptance of application

The following administrative requirements will have to be met otherwise an application will be rejected and not subjected to further evaluation:

- Use original bid documentation and adhere to the length of submission limits (number of pages).
- Submission of the following documents (in addition to any other evidence submitted by an applicant):
  - Board authorisation or any other member mandated by the board.
  - Proof of legal entity (NPC, Trust, NPO, Close Corporation, Pty (Ltd) etc.).
  - NPO registration status and confirmation of compliance with Department of Social Development requirements.
  - Profile of the organisation showing its history and some of its work relevant to the application process.
  - List of board members and management, their current job titles and certified copies of IDs.
  - Proof of registration with the Central Supplier Database (provide the department with the CSD registration number).
  - SRs must ensure their Tax status is in compliance with SARS.
  - Copy of certified valid BBBEE certificate or sworn affidavit (for eligible entities) not older than three months from closing date. No beneficiary recognition certificates will be accepted.
  - Latest two audited Annual Financial Statements signed by Board chairperson.
  - Audit management letter for the last audit.
  - Organogram for all management and administrative positions (Human resources, finance, Procurement and Supply Chain Management (PSM), M&E, project management).
☐ Policies and procedures documents addressing financial management, procurement, travel, human resources, inventory management and occupational health and safety.

☐ An executive summary of a recent annual report to a donor or any of the high-level authorities.
### Annexure B. Evaluation criteria

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Weight</th>
<th>SUB-CRITERIA</th>
<th>MEASURE</th>
<th>Sub-Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance and program management structure.</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Qualifications, experience and diversity of the senior management team.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Financial management systems.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Capacity and systems for management and oversight of relevant service providers.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Procurement and supply chain management processes.</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Financial resource capacity to support grant implementation.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Monitoring, evaluation and reporting systems.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Organisational culture on communication.</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Experience in successful management and implementation of large TB and HIV programmes in similar high-level priorities</td>
<td></td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Comprehensiveness of approach, appropriate service delivery modalities and evidence of effective partnerships.</td>
<td></td>
<td></td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Evidence of effective and efficient delivery of programmes relevant to this call for application (impact, unit cost, community systems strengthening, sustainability, publications in peer reviewed journals)</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

**TECHNICAL SUBTOTAL** | **COMPETENCY** | 70
**CRITERIA** | **Weight** | **SUB-CRITERIA** | **MEASURE** | **Sub-Weight**
---|---|---|---|---
PRESENTATION | 30% | Business case for investing in the organisation as an SR is clear, compelling and evidence-based. | 15 |
| | | Harmony between submitted application and oral presentation regarding facts and details. | 10 |
| | | Ability to respond fully to questions raised by the BEC, and provide additional information if requested. | 5 |
PRESENTATION SUBTOTAL | | | | 30
MINIMUM FUNCTIONALITY | | | | 75
GRAND TOTAL | | | | 100

**NB:** Bidders should take note that the minimum functionality threshold is 75%. Bidders should score a minimum of 60% on technical competences based on the submitted proposal in order to progress to presentation stage and on the presentation stage should score a minimum of 15% in order to have a total of 75% to qualifying to be in the panel.
Annexure C. The scoring criteria for evaluation of functionality

<table>
<thead>
<tr>
<th>SCORE</th>
<th>CLASSIFICATION</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>No response</td>
<td>No response at all or insufficient information provided in the response such that the solution is totally not assessable and/or incomprehensible</td>
</tr>
<tr>
<td></td>
<td>(complete non-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>compliance)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td>response</td>
<td>Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Service Provider will be able to provide the services and/or some reservations as to the Service Provider's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements May represent a high risk solution for the Department</td>
</tr>
<tr>
<td></td>
<td>(potential for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>some compliance but very</td>
<td></td>
</tr>
<tr>
<td></td>
<td>major areas of weakness)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Partially acceptable</td>
<td>Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Service Provider will be able to provide the services and/or some reservations as to the Service Provider's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements May represent a high risk solution for the Department</td>
</tr>
<tr>
<td>SCORE</td>
<td>CLASSIFICATION</td>
<td>DEFINITION</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>3</td>
<td>Satisfactory and acceptable response (substantial compliance with no major concerns)</td>
<td>Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to the Department</td>
</tr>
<tr>
<td>4</td>
<td>Fully satisfactory /very good response (fully compliant with requirements).</td>
<td>Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no risk solution for the Department</td>
</tr>
<tr>
<td>5</td>
<td>Outstanding response (fully compliant, with some areas exceeding requirements)</td>
<td>Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Department; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. Low/no risk solution for the Department</td>
</tr>
</tbody>
</table>
Application Form

(For Use by SRs only)

Request for Accreditation to serve as Global Fund Grant TB/HIV Sub-Recipient (SR) from April 2019 – March 2022

Closing date: 28 January 2019 at 11h00

Instructions

- Please check that you satisfy the pre-qualification criteria in Part B before applying. Failure to meet the criteria will lead to automatic disqualification.
- Only organisations that are intending to implement GF TB HIV grant without appointing an additional implementer should apply with the exception of government departments.
- Use Arial font size 11, single spacing to complete the application form.
- Answer all the questions accurately.
- Applications may only be submitted by organisations who can meet the Global Fund requirements for a Sub Recipient and check the Global Fund website for further information (www.theglobalfund.org).
- It is the responsibility of the applicant to provide appropriate evidence that demonstrates the ability to serve as a SR.
- Please submit hand delivered or mailed hard copies to tender box located at the National Department of Health, Civitas Building, Cnr Thabo Sehume and Struben street Pretoria, 0001 before the deadline of 28 January 2019 at 11h00 clearly marked with the correct bid number.
- Any queries to be submitted to tenders@health.gov.za email before 14 December 2018 16h00.
## PART A: APPLICANT BACKGROUND INFORMATION

<table>
<thead>
<tr>
<th>A.1 Provide details about the applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organisation</td>
</tr>
<tr>
<td>Physical address</td>
</tr>
<tr>
<td>Type of organisation</td>
</tr>
<tr>
<td>NPC</td>
</tr>
<tr>
<td>Registration Number</td>
</tr>
<tr>
<td>NPO Number</td>
</tr>
<tr>
<td>Income Tax Ref</td>
</tr>
<tr>
<td>VAT Ref</td>
</tr>
<tr>
<td>Name and Designation of Contact Person</td>
</tr>
<tr>
<td>Telephone (w)</td>
</tr>
<tr>
<td>Mobile</td>
</tr>
<tr>
<td>Email address</td>
</tr>
<tr>
<td>Website</td>
</tr>
<tr>
<td>A.2 Provide background information about the organisation, its founder(s), key programmes and milestones. <em>(maximum of half a page)</em></td>
</tr>
<tr>
<td>---</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A.3 Why has your organisation decided to apply to become an SR? Describe any GF PR or SR experience or equivalent donor relationship <em>(maximum of half a page)</em></th>
</tr>
</thead>
</table>
PART B: PREQUALIFICATION CRITERIA AND MANDATORY ADMINISTRATIVE REQUIREMENTS CHECKLIST

| B.1 Do you meet the prequalification criteria? (Applicants will be disqualified from further evaluation if any of the criteria is not met) |
|---|---|---|
| Requirements | Comply | Remarks |
| (Attach relevant supporting documents) | (Y/N) | |
| Minimum BBBEE level 2 or better | | |

| B.2 Check that you have used the prescribed application form and adhered to length of submission limits (number of pages)? Y/N |
|---|---|
| | |

| B.3 Have you attached appropriate evidence that you comply with the mandatory administrative requirements? Incomplete applications will be disqualified. |
|---|---|---|
| Requirements | Attached | Remarks |
| (Attach relevant supporting documents) | (Y/N) | |
| 1. Board authorisation or any other member mandated by the board. | | |
| 2. Proof of legal entity (NPC, Trust, NPO, Close Corporation, Pty (Ltd)). | | |
| 3. NPO registration status and confirmation of compliance with Department of Social Development requirements. | | |
| 4. Profile of the organisation showing its history and some of its work relevant to the application process. | | |
| 5. List of board members and management, their current job titles and certified copies of IDs. | | |
6. Proof of registration with the Central Supplier Database (provide the department with the CSD registration number).

7. SRs must ensure their Tax status is in compliance with SARS. Provide a tax compliance status pin.

8. Valid BBBEE certificate or sworn affidavit (for eligible entities) not older than three months from closing date. No beneficiary recognition certificates will be accepted.

9. Latest two audited Annual Financial Statements signed by Board chairperson. If your last audited annual financial statement is older than 2 years then supply the most recent management accounts pack.

10. Audit management letter for the last audit.

11. Organogram for all management and administrative positions (Human resources, finance, PSM, M&E, project management).

12. Policies and procedures documents addressing financial management asset management, procurement, travel including but not limited to vehicle policy, human resources, inventory management and occupational health and safety.

13. An executive summary of a recent report to a donor for any of the high-level areas that this grant will focus on.

**B.4 Proposed Implementation plan/strategy**

14. Should you be appointed as Global Fund TB HIV SR, are you planning to implement the programme as a organisation without appointing another implementer?
### PART C: SELF ASSESSMENT QUESTIONNAIRE - CAPACITY TO FULFILL MINIMUM REQUIREMENTS OF A SUB RECIPIENT

#### C.1 Governance system *(maximum of 1 page)*

Please explain your governance system and the current oversight mechanisms. Give details on your board composition (or management committee if there is no board) giving their names, qualifications, relevant experience, gender and race of individuals. Indicate and provide evidence if your board membership includes key populations, people living with TB (PLTB), people living with HIV (PLHIV) and people living with disabilities. How does the board or relevant governance structure play oversight over organisational matters? Attach certified copies of ID documents of board members.

#### C.2 Senior management team *(maximum of 1 page)*

Give details of the senior management team including names, qualifications, relevant experience, gender and race of key individuals. Indicate and provide evidence if your management team includes key populations, people living with TB (PLTB), people living with HIV (PLHIV) and people living with disabilities. How will the senior management team be involved in the implementation of the GF? Attach organogram and certified ID documents of senior management team.
C.3 Explain your financial management system and internal control (maximum of 1 page)

What accounting software do you use? What is the financial accounting and reporting framework you have adopted (e.g. Generally Recognized Accounting Practices (GRAP), Generally Accepted Accounting Principles (GAAP), International Financial Reporting Standards (IFRS) etc? How do you track funding from different sources? How do you manage multi-currency grants and reporting? What is your system for monitoring budgets? How do you account for and safeguard movable assets? Explain the organisation's internal control procedures.

C.4 Are there any financial disputes due to mismanagement of funds or non-compliance with regulations with any of your funders? Explain the nature. (Please attach the recent independent audit report)
## C.5 Procurement and supply chain management system (maximum of 1 page)

Explain your procurement and supply chain management system and practices. How do you ensure that your procurement processes comply with donor requirements and Public Finance Management Act (PFMA)? What warehousing capacity for medical and non-medical products do you have? Can it be inspected for compliance?

## C.6 GF grant implementation team (maximum of 1 page)

What is your proposed management structure and team specific to the implementation for the GF grant? How much of the required capacity currently exists within the organisation? What is your plan to close the capacity gap? Attach proposed organogram and summary CVs of key individuals showing qualifications and relevant experience. *(maximum of 1 page)*
### C.7 Monitoring and evaluation *(maximum of 1 page)*

Please explain your current M&E systems, tools and reporting lines for programme monitoring and evaluation using diagrams where possible. *(Attach M&E plan).*

<table>
<thead>
<tr>
<th>C.8 Internal controls and risk management <em>(maximum of 1 page)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Explain your system of internal controls in terms of existing frameworks, compliance monitoring and continuous improvement? How do you manage conflict of interest? Explain how your organisation will manage the risks associated with a large donor grant of this nature <em>(maximum of 1 page).</em></td>
</tr>
</tbody>
</table>
### PART D: EXPERIENCE OF IMPLEMENTING SIMILAR PROGRAMME FOCUS AREA/S

#### D.1 Past experience of managing and implementing large HIV and/or TB programmes focusing on the high-level priority areas (including Quality Improvement Methodology in health care facilities) *(maximum of 1 and a half (1½) pages)*

Describe the package of services delivered and the involvement of affected communities, where services were implemented (province and district), who funded the programmes and annual expenditure for each of the years implemented. Indicate key outputs, outcomes and impact of the interventions, any peer reviewed publications (please include a link to the publication or attach the publication) and evaluations done by the donor or other external independent evaluations (please attach relevant supporting documents).

#### D.2 Program implementation *(maximum of 1 page)*

Provide a brief description of how your organisation will implement the programs in areas where you do not have experience and how your programs will support human rights and address gender inequality.
<table>
<thead>
<tr>
<th>D.3 Effective implementation <em>(maximum of 2 page)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a brief description of how your organisation will effectively implement TB and QI programmes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D.4 Value for money <em>(maximum of 1 page)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a brief description of how your organisation will ensure value for money for programmes to be delivered e.g. describe the unit cost per person reached and infection averted or any other outcome averted. Also describe how health care facilities, communities and community systems will be strengthened through your interventions</td>
</tr>
</tbody>
</table>
PART E: GEOGRAPHICAL COVERAGE

E.1 Geographical coverage (maximum of 2 pages)

Indicate the provinces and number of districts where you are currently implementing? Explain how your operations in the different locations are managed and the form of your presence (office, partnership with others, remote management etc.) Indicate the period you have been working in the different locations and services offered? Provide appropriate evidence (e.g. office lease, MOU etc) to support your geographical coverage?

<table>
<thead>
<tr>
<th>Province</th>
<th>Tick</th>
<th>Number of districts covered</th>
<th>Services offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Cape</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Free State</td>
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<tr>
<td>Gauteng</td>
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<tr>
<td>KwaZulu Natal</td>
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<tr>
<td>Limpopo</td>
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<tr>
<td>Mpumalanga</td>
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<tr>
<td>North West</td>
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<tr>
<td>Northern Cape</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Western Cape</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
E.2 Geographical coverage *(Please tick)*

Indicate district/s where you would like to implement?

<table>
<thead>
<tr>
<th>District</th>
<th>Tick</th>
<th>No of sub-districts</th>
<th>Services offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>OR Tambo</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ekurhuleni</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Johannesburg</td>
<td></td>
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</tr>
<tr>
<td>eThekwini</td>
<td></td>
<td></td>
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<tr>
<td>Ehlanzeni</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cape Town</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### E.3 Collaboration and working relationships including government structures *(maximum of 2 page- half per sub-section)*

Indicate with whom you collaborate or have strong working relationships (list the detail of who you engaged with and why and the evidence for a strong working relationship). Examples of engagement include AIDS Councils, civil society organisations and networks, government departments and private sector. Include appropriate evidence of the collaboration or working relationships. Attach MOUs and letters of support from government department.

- Any Collaborations/working relationships and how will they assist in the implementation?
- Any MOUs with government structures and how will it assist in the implementation?
- Nature of relationship and how will they assist in the implementation?
- Do you currently have any access to health facilities? Which Facilities do you have access to? And how will it assist you in the implementation of the grant?

<table>
<thead>
<tr>
<th>E.4 Implementing QI methodology (maximum of 1 page)</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your experience in the implementation of the QI methodology in public health care facilities? Explain the nature, services offered and the period?</td>
</tr>
</tbody>
</table>
### E.5 Implementing TB Household contacts *(maximum of 1 page)*

What is your experience in the implementation of screening for the TB household contacts of TB index cases from the healthcare facilities? Explain the nature, services offered and the period?

### E.6 Implementing MDR TB activities *(maximum of 1 page)*

What is your experience in the implementation of the MDR TB activities in the community or healthcare facilities? Explain the nature, services offered and the period?
PART F: DECLARATION BY THE AUTHORISED PERSON

Dear Sir / Madam

Having examined and completed the application form, I the undersigned, express an interest in providing services of a Sub Recipient for the NDOH HIV TB/HIV GF Funding.

I hereby declare that the information and statements made in this Request for Accreditation are true and accept that any misrepresentation contained in it may lead to our disqualification.

The organisation I represent undertakes, if our application is successful, to comply with the NDOH GF PMU and the Global Fund requirements and code of conduct and deliver services of the Sub Recipient as stipulated by the Global Fund.

We understand that you are not bound to accept any application you may receive.

<table>
<thead>
<tr>
<th>Name and Position</th>
<th>Duly authorised to sign for and on behalf of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 responsibility 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>
<tr>
<td>(Compulsory if Supplier)</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Supplier Account Details

(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>
<tr>
<td>Account Type</td>
<td></td>
</tr>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
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<tr>
<td>Bond Account</td>
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<td>Other (Please Specify)</td>
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<td>ID Number</td>
<td></td>
</tr>
<tr>
<td>Passport Number</td>
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<tr>
<td>Company Registration Number</td>
<td></td>
</tr>
<tr>
<td>*CC Registration</td>
<td></td>
</tr>
<tr>
<td>*Please include CC/CK where applicable</td>
<td></td>
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<tr>
<td>Practise Number</td>
<td></td>
</tr>
</tbody>
</table>

**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

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**Please return to the relevant regional office that supplied the form or the following address:**

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