INVITATION TO BID

NDOH 10 / 2017-2018

APPOINTMENT OF A SERVICE PROVIDER FOR THE EVALUATION OF PHASE 1 IMPLEMENTATION OF NATIONAL HEALTH INSURANCE (NHI) IN THE NHI PILOT DISTRICTS.

COMPULSORY BRIEFING SESSION

Date: 11 August 2017 AT 10:00AM.
Venue: National Department of Health; C/O Thabo Sehume & Struben Streets; Civitas building; Pretoria.
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

Failure to comply might invalidate your bid proposal.

NB: A TWO ENVELOPE BIDDING SYSTEM WILL BE APPLICABLE; PRICING SCHEDULE/ COSTING MODEL SHOULD BE SUBMITTED IN A SEPARATE ENVELOPE.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
* SBD 9 (Certificate of independent bid determination) (Make sure it is signed)
* Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH

BID NUMBER: NDOH 10/2017-2018    CLOSING DATE: 28/08/2017    CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider for the evaluation of phase 1 implementation of National Health Insurance (NHI) in the pilot districts.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: N/A

OR

DEPOSITED IN THE BID BOX SITUATED AT: National Department of Health; c/o Thabo Sehume & Struben Streets; Civitas building; Pretoria.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(NAME OF BIDDER ………………………………………………………………………………………………………………………
POSTAL ADDRESS ………………………………………………………………………………………………………………….
STREET ADDRESS ………………………………………………………………………………………………………………….
TELEPHONE NUMBER CODE……………NUMBER………………………………………………………………………………..
CELLPHONE NUMBER ………………………………………………………………………………………………………………
FACSIMILE NUMBER CODE ………… .NUMBER…………………………………………………………………………………
E-MAIL ADDRESS ………………………………………………………………………………………………………………….
VAT REGISTRATION NUMBER ……………………………………………………………………………………… ………………………
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE close corporation Act (CCA)……………………………………………………………...□
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR………………………………………□
A REGISTERED AUDITOR ……………………………………………………………………………………………………□
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?  

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: National Department of Health

Contact Person: Mr OL Makhafola

Tel: (012) 395-8935

E-mail address: Lethgonolo.Makhafola@health.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr N Ntuli

Tel: (012) 395-8149

E-mail address: Nhlanhla.Ntuli@health.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
**Particulars of applicant**

<table>
<thead>
<tr>
<th>Name/Legal name (Initials &amp; Surname or registered name)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading name (if applicable)</td>
<td></td>
</tr>
<tr>
<td>ID/Passport no</td>
<td></td>
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<tr>
<td>Income Tax ref no</td>
<td></td>
</tr>
<tr>
<td>VAT registration no</td>
<td></td>
</tr>
<tr>
<td>Customs code</td>
<td></td>
</tr>
<tr>
<td>Telephone no</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
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<tr>
<td>Physical address</td>
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<td>Postal address</td>
<td></td>
</tr>
</tbody>
</table>

**Particulars of representative (Public Officer/Trustee/Partner)**

<table>
<thead>
<tr>
<th>Surname</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>First names</td>
<td></td>
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<tr>
<td>ID/Passport no</td>
<td></td>
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<tr>
<td>Telephone no</td>
<td>CODE NUMBER</td>
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<td>E-mail address</td>
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<td>Physical address</td>
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<td>Income Tax ref no</td>
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<td>PAYE ref no</td>
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<td>UIF ref no</td>
<td>U</td>
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</tbody>
</table>
Particulars of tender (If applicable)

<table>
<thead>
<tr>
<th>Tender number</th>
<th>Estimated Tender amount</th>
<th>Expected duration of the tender</th>
</tr>
</thead>
</table>

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

Audit

Are you currently aware of any Audit investigation against you/the company? ................................. YES NO
If “YES” provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

<table>
<thead>
<tr>
<th>Name of representative/agent</th>
<th>Signature of representative/agent</th>
<th>Date</th>
</tr>
</thead>
</table>

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

<table>
<thead>
<tr>
<th>Name of applicant/Public Officer</th>
<th>Signature of applicant/Public Officer</th>
<th>Date</th>
</tr>
</thead>
</table>

Notes:

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
   As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
**PRICING SCHEDULE**

*(Professional Services)*

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

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

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

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

4. **PERSON AND POSITION**

<table>
<thead>
<tr>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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</table>

5. **PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT**

   | R-------------- | ------------- |-------------|

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

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

7. Estimated man-days for completion of project

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

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

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

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

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

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

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

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

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

2.1 Full Name of bidder or his or her representative:  

2.2 Identity Number:  

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

2.4 Company Registration Number:  

2.5 Tax Reference Number:  

2.6 VAT Registration Number:  

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

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

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

2.7.1 If so, furnish the following particulars:

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

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:
........................................................................................................................................
........................................................................................................................................
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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:
........................................................................................................................................
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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.

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

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

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

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

.................................................. ..................................................
Position                           Name of bidder

May 2011
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

### 1. GENERAL CONDITIONS

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

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

1.2

   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>Points</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>80</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTOR</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

### 2. DEFINITIONS

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

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

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

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

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

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

(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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>
</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 subcontractor.............................................

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

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>
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<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>
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<tr>
<td>Black people who are military veterans</td>
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<td>OR</td>
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<tr>
<td>Any EME</td>
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</tbody>
</table>
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

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

8.6 COMPANY CLASSIFICATION

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

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>WITNESSES</th>
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<td>1. ……………………………………</td>
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<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
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<td>DATE: ……………………………………</td>
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<tr>
<td>ADDRESS ……………………………………</td>
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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>
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<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></td>
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<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
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<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
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<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>
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<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
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<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>
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<td>4.3.1</td>
<td>If so, furnish particulars:</td>
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<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>
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<td>4.4.1</td>
<td>If so, furnish particulars:</td>
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**CERTIFICATION**

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

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tr>
<th>Position</th>
<th>Name of Bidder</th>
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<td>Js365bW</td>
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</table>
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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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. **Spare parts**

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

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

15. **Warranty**

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping
and countervailing
duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

NHI is a health financing system that is designed to pool funds to provide access to quality, affordable personal health services for all South Africans based on their health needs, irrespective of their socioeconomic status. NHI is intended to ensure that the use of health services does not result in financial hardships for individuals and their families. NHI represents a substantial policy shift that will necessitate a massive reorganisation of the current health care system, both public and private and also derives its mandate from the National Development Plan (NDP) of the country.

2. Background

The Green Paper and draft White Paper envisaged the preparation or implementation of NHI in South Africa to be undertaken in three phases over a fourteen (14) year period.

These specifications seek services of a suitably qualified bidder to undertake an evaluation of the outputs and intermediate outcomes of the health systems strengthening interventions which were implemented as part of the Phase 1 in the NHI pilot districts. The scope of the evaluation will focus on the effects of strengthening of the service delivery platform and the overall improvement of quality of care in the public health sector.

2.1 NHI Phase 1: Health System Strengthening

In 2012, ten (10) NHI pilot districts were selected to test interventions that are necessary for implementing NHI, strengthen the performance of the public health system in readiness for the full roll-out of NHI and also strengthening the functioning of the district health system.

The following activities were envisaged to take place during this NHI Phase 1:

- strengthening the service delivery platforms at primary care level;
- PHC ward-based outreach teams;
- improvement of quality of services through ideal clinics;
- integrated school health programme;
- district clinical specialist teams;
- contracting with private providers;
- use of electronic medicine stock-out system and medicine availability surveillance report;
- implementation of Chronic Disease Management for Drug Distribution (CCMDD) programme;
- use of Health Patient Registration System; and
- health facilities infrastructure maintenance, repairs and refurbishment.

Bidders are required to familiarise themselves with the health systems strengthening framework / interventions as encapsulated in the Green Paper and draft White Paper for NHI. The appointed bidder should conduct a systematic review of the annual rapid assessments and other evaluations of Phase 1 that have been conducted in the NHI pilot districts. These interventions and systematic review report will provide a basis for the final scoping of the evaluation which will be discussed with the appointed bidder.
3. **Evaluation framework**

The evaluation will be guided by the WHO’s six Health System Strengthening building blocks.

4. **Aim of the evaluation**

To evaluate the progress made in NHI phase 1 implementation focussing on inputs invested, outputs made and intermediate outcomes.

5. **Objectives**

5.1 To evaluate progress made during Phase 1 against set objectives and targets;

5.2 To identify Phase 1 interventions (or aspects thereof) that are working, analyse the factors (causal links/relationships) that promoted their successful testing/implementation;

5.3 To identify Phase 1 interventions that are not working, analyse the factors (causal links/relationships) that are barriers to successful implementation and unintended consequences of Phase 1;

5.4 To describe what would be required to up-scale successful interventions;

5.5 To identify best practices;

5.6 To conduct a systematic review of reviews/assessments/evaluations that have been conducted in the NHI pilot districts;

5.7 To assess the effect/s of NHI interventions on health systems and service delivery;

5.8 To assess and establish the required coordination and collaboration mechanisms that should be put in place to enhance coherence in the implementation of identified interventions;

5.9 To conduct a comparative literature review of the evaluation of National Health Insurance implementation between South Africa and other developing countries;

5.10 To assess sustainability measures that could facilitate the phased implementation of NHI; and

5.11 To make recommendations that are actionable, realistic and feasible to implement.
6. **Evaluation Design**

6.1 **Methodology/evaluation approach**

The evaluation design should clearly describe the proposed evaluation questions, the methodological approach framework, the type of evaluation and data collection methods and a data analysis plan. It is expected that proposed methodology, type of evaluation, and data collection methods and analysis will be supported by convincing rationale and motivation.

The overarching evaluation question: What are the effects and causal relationships of the health systems strengthening initiatives on services delivery and patient management? Bidders will be expected to propose further questions and sub-questions.

Bidders should propose an appropriate methodology to respond to evaluation question. The methodology should include qualitative and quantitative data collection and analysis.

The final methodology will be a result of discussion between the evaluation Steering Committee and the successful applicant during the inception phase.

7. **Deliverables**

The deliverables include the following:

- Inception Report by the appointed bidder as a follow-up revised proposal with a revised /elaborated evaluation plan, overall evaluation design and detailed methodology, including an evaluation framework, data collection tools, capacity development, regular progress reporting and content structure for the final report. This should form the basis for judging the effective implementation of the intervention;
- Literature review;
- Systematic review report with synthesis of findings and recommendations of assessments, reviews and evaluation done in the NHI pilot districts
- Evaluation questions;
- Report structure, evaluation framework, final data collection instruments and other tools;
- Data collection and analysis;
- Regular progress reports;
- Draft full evaluation report for review with findings and recommendations;
- A workshop with Department to discuss the draft report and refine recommendations;
- Final evaluation report, in Word and PDF format. Final report should be peer-reviewed;
• Provision of all datasets and metadata, which has been anonymised for confidentiality;
• A Power-Point or audio-visual presentations of the results and the service provider will have to present the final report to the technical working group and evaluation steering committee

The full report should include a one page summary of implications for policy, a five page executive summary of the whole report and main report (Arial 11 point, single space, exclusive of appendices). Branding of the report will be aligned to Department’s branding policy.

8. Evaluation timelines

Field work and report writing should be completed within six months

<table>
<thead>
<tr>
<th>DELIVERABLES AND MILESTONES</th>
<th>Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Advertise the bid</td>
<td>X</td>
</tr>
<tr>
<td>Appointment of service provider</td>
<td>X</td>
</tr>
<tr>
<td>Inception meeting and report</td>
<td>X</td>
</tr>
<tr>
<td>Development and approval of the Service Level Agreement</td>
<td>X</td>
</tr>
<tr>
<td>Development and approval of evaluation project plan</td>
<td>X</td>
</tr>
<tr>
<td>Systematic review report</td>
<td>X</td>
</tr>
<tr>
<td>Development of and ethics approval of protocol and data collection tools</td>
<td>X</td>
</tr>
<tr>
<td>Sampling and sample selection</td>
<td>X</td>
</tr>
<tr>
<td>Fieldworker recruitment and training</td>
<td>X</td>
</tr>
<tr>
<td>Pilot testing of tools (if required)</td>
<td>X</td>
</tr>
<tr>
<td>Data collection fieldwork</td>
<td>X</td>
</tr>
<tr>
<td>Data processing and analysis</td>
<td>X</td>
</tr>
<tr>
<td>Preliminary report production</td>
<td>X</td>
</tr>
<tr>
<td>Main report publication</td>
<td>X</td>
</tr>
<tr>
<td>Project closure and hand over</td>
<td>X</td>
</tr>
</tbody>
</table>
9. Bid Requirements

The bidder should specify the number of evaluators expected to be part of the team, their areas of expertise and their respective responsibilities.

The bidder will specify their identities, their respective responsibilities and billable time allocations within the team project plan.

The bidder will also need to specify how it will ensure skills transfer where specified, and the PDI component in its team.

9.1 The evaluation team

The team must possess relevant qualification(s).

The team leader must have at least 10 years’ experience in public health including working with government at higher level, and leading complex health evaluations and health systems research. He/she must be an expert in evaluation of health system’s performance and reforms.

The team must have the expertise in public health, health systems research, policy, planning and evaluation.

The team should have proven international networks to be able to draw relevant expertise and skill to this evaluation.

The team must meet the requirements as indicated in the Functional evaluation criteria.

There must be sufficient capacity in the team to undertake the work in the specified period.

9.2 Competencies and skills-set required

The bidder should specify the number of evaluators expected to be part of the team, their areas of expertise and their respective responsibilities.

The team members should consist of experienced health policy analyst/s, public health specialist/s and evaluation specialist/s.

The bidders shall be assessed against some of the competencies below:
Table 1: Competencies and skills-set required

<table>
<thead>
<tr>
<th>Domain/descriptor</th>
<th>Demonstrated ability to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Overarching considerations</td>
<td></td>
</tr>
<tr>
<td>1.1 Contextual knowledge and understanding</td>
<td>Have knowledge and good understanding of South African health sector (public and private), challenges and can appropriately relate the evaluation to current health policy reforms</td>
</tr>
<tr>
<td>1.2 Ethical conduct</td>
<td>Understand ethical issues relating to evaluation, including potential or actual conflict of interest, protecting confidentiality/anonymity, and obtaining informed consent from evaluation participants.</td>
</tr>
<tr>
<td>1.3 Interpersonal skills</td>
<td>Lead an evaluation and its processes using facilitation and learning approaches, to promote commitment and ownership of stakeholders</td>
</tr>
<tr>
<td>2 Evaluation leadership</td>
<td></td>
</tr>
<tr>
<td>2.1 Project management</td>
<td>Lead and manage an evaluation team effectively and efficiently, and manage the project effectively to completion in a way which delivers high quality evaluations and builds trust of stakeholders.</td>
</tr>
<tr>
<td>2.2 Composition of the team</td>
<td>Strong project manager, evaluation specialist, and sector specialist as well as other relevant team members for the specific assignment. The team members should include experienced health policy analyst/s, public health specialist/s, and evaluation specialist/s with at least 10 years experience.</td>
</tr>
<tr>
<td>2.3 Involvement of PDIs</td>
<td>At least 40% of team are Previously Disadvantaged Individuals (PDIs)¹ and they must play a meaningful role in the evaluation. PDI excluded from 10 years experience requirement.</td>
</tr>
<tr>
<td>2.4 Capacity development</td>
<td>Meaningful capacity development to departmental staff as agreed with the relevant departments</td>
</tr>
<tr>
<td>3 Evaluation craft</td>
<td></td>
</tr>
<tr>
<td>3.1 Evaluative discipline and practice</td>
<td>Use knowledge base of evaluation (theories, models including logic and theory based models, types, methods and tools), critical thinking, analytical and synthesis skills relevant to the evaluation, and use evidence appropriately to inform findings and</td>
</tr>
</tbody>
</table>

¹ By PDIs we mean people of Black, Indian, and Coloured ethnicity. For example if a team consists of 10 members, 4 of them should be PDIs.
<table>
<thead>
<tr>
<th>Domain/descriptor</th>
<th>Demonstrated ability to</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>recommendations.</td>
</tr>
<tr>
<td>3.2 Research practice</td>
<td>Design specific research methods and tools that address the</td>
</tr>
<tr>
<td></td>
<td>evaluation’s research needs. This may include qualitative,</td>
</tr>
<tr>
<td></td>
<td>quantitative or mixed methods.</td>
</tr>
<tr>
<td></td>
<td>Provide a sample of most recent report/s produced from</td>
</tr>
<tr>
<td></td>
<td>previous evaluations of similar complexities.</td>
</tr>
<tr>
<td></td>
<td>Systematically gather, analyse, and synthesise relevant</td>
</tr>
<tr>
<td></td>
<td>evidence, data and information from a range of sources,</td>
</tr>
<tr>
<td></td>
<td>identifying relevant material, assessing its quality,</td>
</tr>
<tr>
<td></td>
<td>spotting gaps, and drawing appropriate findings and</td>
</tr>
<tr>
<td></td>
<td>recommendations.</td>
</tr>
</tbody>
</table>

**4 Implementation of evaluation**

| 4.1 Evaluation planning          |                                                                 |
| Theory of change                 | Develop clear theory of change with quality programme log      |
| Design                           | frames with good programme logic and indicators                |

| 4.2 Managing evaluation         | Manage evaluation resources to deliver high quality evaluations |
| 4.3 Report writing and          | Write clear, concise and focused reports that are credible,   |
| communication                   | useful and actionable, address the key evaluation questions,  |
|                                 | and show the evidence, analysis, synthesis, recommendations   |
|                                 | and evaluative interpretation and how these build from each    |
|                                 | other.                                                        |

Evaluator should also exhibit the following skills and attributes:

- Team players and analytical and lateral thinkers;
- Have excellent communication skills with the ability to listen and learn;
- Have good facilitation skills for strategic thinking, problem solving, and stakeholder management in complex situations;
- Have the ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach; and
- Have excellent computing skills including detailed knowledge and use of: Word, Excel, Power Point, Microsoft Project or similar compatible software.
10. Evaluation criteria

This refers to the criteria for assessing the received proposals and the scores attached to each criterion.

There are two main criteria for evaluating proposals: Functionality/capability and price. Functionality/capability factors must cover the competencies and skills-set outlined in Table 1 above.

The 80/20 preference point system will be used for this price evaluation.

10.1 Evaluation of bid proposals

There are three stages in selection - ensuring bids comply with administrative requirements, checking that functionally the proposal is adequate to do the job, and lastly the price is acceptable.

10.1.1 Evaluation of proposals: Administrative compliance

Only proposals that comply with all the administrative requirements shall be considered acceptable for further evaluation in the subsequent functional evaluation phase. Incomplete and late proposals will not be considered.

10.1.2 Evaluation of bid proposals: Functional evaluation

Only proposals that comply with all administrative requirements (acceptable bids) will be considered during the functional evaluation phase. Bid proposals will be scored as follows against the functional criteria indicated below:

<table>
<thead>
<tr>
<th>Weight allocation</th>
<th>Scoring system</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Value adding requirement (minimum score of 2)</td>
<td>1 – Does not comply with the requirements</td>
</tr>
<tr>
<td>3 – Important requirement (minimum score of 6)</td>
<td>2 – Partial compliance with requirements</td>
</tr>
<tr>
<td>5 – Essential requirement / integral part of project (minimum score of 15)</td>
<td>3 – Full compliance with requirements</td>
</tr>
<tr>
<td></td>
<td>4 – Exceeds requirements</td>
</tr>
</tbody>
</table>
Table 2: Functional evaluation criteria
<table>
<thead>
<tr>
<th>Domain Descriptor</th>
<th>Functional Evaluation Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Weight X Score</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of the Proposal</td>
<td>Requirements of the evaluation specifications are addressed well and additional value added</td>
<td>5</td>
<td></td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Overarching Considerations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contextual Knowledge and understanding</td>
<td>Understand the South African health sector and can appropriately relate the evaluation to current political, and policies</td>
<td>3</td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Ethical Conduct</td>
<td>Understand ethical issues relating evaluation, including potential or actual conflict of interest, protecting confidentiality/anonymity, and obtaining informed consent from evaluation participants.</td>
<td>1</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Composition of the team</td>
<td>The team leader has at least 10 years’ experience in public health including working with government at higher level, and leading complex health evaluations and health systems research. He/she must be an expert in evaluation of health system’s performance and reforms. Track record of at least 5 projects in past 5 years.</td>
<td>5</td>
<td></td>
<td></td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Project manager has experience in managing similar projects previously. Track record of at least 5 similar projects in the past 5 years.</td>
<td>3</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Composition of the team</td>
<td>The team has experienced health policy analyst/s, public health specialist/s, health economist/s, and evaluation specialist/s with at least 10 years experience.</td>
<td>3</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>PDI Roles in team</td>
<td>At least 40% of the team are Previously Disadvantaged Individuals and they must play a meaningful role in the evaluation</td>
<td>3</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Capacity development</td>
<td>Capacity development element and building capacity (one Department of Health staff member)</td>
<td>1</td>
<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>
Minimum requirement: Service providers should be required to meet the minimum scores for each element as well as the overall minimum score (75%), based on the average of scores awarded by the evaluation panel members.

Proposals should clearly address the project description and the functional evaluation criteria mentioned above.

### 10.2 Price evaluation, PPPFA and BBEEE
Only proposals that meet the minimum requirements indicated under functional evaluation above shall be evaluated in terms of the Price, Preferential Procurement Framework Act and related regulations. The 80/20 evaluation method will be used for proposals.

11. General and special conditions of contract

11.1 Mandatory

A list of references must accompany the bid document and particulars of similar services successfully completed must be furnished;

Each evaluation team member must have a proven track record and a minimum of 10 years experience in conducting evaluation studies in the field of health systems performance, health policy development and evaluation;

The bid must have include young evaluator/s from the previously disadvantaged groups;

Bidders with no proven track record and required experience shall not be considered;

A proposed timetable for completion of the independent evaluation project and any specific tasks the bidder proposes to undertake linked in a time sequence to the estimated costs of the each activity must be provided;

All payments in relation to this work will be made after receipt of a detailed invoice which must be certified as correct by the project leader. All invoices must in all instances be accompanied by evidence of completed work which has been signed off by the project leader;

The successful bidder will be faithful and diligently devote time to agreed project timelines. This will include commitment to making sure that the deliverables submitted is of good quality at all times;

The successful bidder will be expected to meet NDoH for every three or four weeks to provide progress reports;

Any public servant participating as part of the independent evaluation team must have necessary approval from his/her employer as prescribed by Department of Public Service and Administration.

11.2 Special conditions

The following special conditions will be applied:
i. Organisations and/or individuals who were part of Phase 1 activities must not bid;
ii. The National Department of Health reserves the right not to award the contract;
iii. Bidders must provide a detailed project plan and budget breakdown that is linked to the specified deliverables. This should include the proposed evaluation methodology;
iv. Bidders must provide the Department with at least three (3) referees for similar work previously undertaken together with the details of the proposed Project Team and their respective resumes;
v. The successful bidder will enter into a Service Level Agreement with the Department;
vi. Bidders who do not attend the compulsory briefing session will be pre-eliminated from the bidding process;
vii. All disbursement costs will be to the account of the bidder;
viii. Bidders must provide detailed progress reports as and when requested by the NDOH;
ix. The successful bidder must submit all tools, reports, data sets and databases (including all other relevant items) to the National Department of Health after the completion of the project. All items mentioned are and will remain the property of the National Department of Health; and
x. The successful bidder may not use this information or tools for any other project without getting prior written approval from the National Department of Health.

Bidders who do not comply with the mandatory and special requirements stipulated above will be disqualified.

The Department reserves the right to call bidders that meet the minimum functional requirements to present their proposals. The Bid Evaluation Committee may decide to amend the scoring assigned to a particular bid based on the presentation made.

12. Publication, Copyright and Acknowledgement

The National Department of Health and the successful bidder will share a joint commitment to ensure that the evaluation outcomes and supporting recommendations are practical and applicable for implementation purposes.

The National Department of Health must be allowed the opportunity to view and comment on the draft evaluation report prior to its finalisation. The successful bidder shall forward the final report in electronic and hard copy format to the National Department of Health on completion.

Copyright on primary data and all other material arising from the evaluation will reside with the National Department of Health at all times and the findings (in part and/or full) may not be published without prior written permission by the National Department of Health.
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.

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Head Office Only

Captured By: ____________________
Date Captured: __________
Authorised By: ____________________
Date Authorised: __________
Supplier code: ____________________
Enquiries: ____________________
Tel. No.: ____________________

The Director General: *NAME OF DEPARTMENT*

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### Supplier Account Details

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

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<td>Company Reg. No</td>
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<td>*CC Reg. No</td>
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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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<tr>
<td>Email Address</td>
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<td>Contact Person:</td>
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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.