

health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-09(2023/2024)

INVITATION FOR CALL FOR PROPOSALS TO NON-GOVERNMENTAL ORGANISATIONS (NGO'S) FOR HEALTH SYTEMS RESEARCH GRANT FOR A PERIOD OF THREE (3) YEARS.

BID VALIDITY PERIOD: 180 DAYS DATE ISSUED: 14 JULY 2023 CLOSING DATE AND TIME OF THE BID: 07 AUGUST 2023 AT 11H00 THERE WILL BE NO BRIEFING SESSION FOR THIS BID.

PART A INVITATION TO BID

		REQUIREMENTS OF TH					
	H-09(2023/2024)						
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NATIONAL DEPARTM	ENT OF HEALTH						
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PRETORIA		·					
BIDDING PROCEDUR	E ENQUIRIES MAY	BE DIRECTED TO	TECHNICAL	ENQUIRIES MAY E		CTED TO:	
CONTACT PERSON			CONTACT P	ERSON			
TELEPHONE NUMBER			TELEPHONE	NUMBER			
FACSIMILE NUMBER			FACSIMILE	NUMBER			
E-MAIL ADDRESS	tenders@healt	h.gov.za	E-MAIL ADDI	RESS		tenders@hea	lth.gov.za
SUPPLIER INFORMAT	ION						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS		Ι					
TELEPHONE NUMBER	CODE		Ν	UMBER			
CELLPHONE NUMBER		Ι					
FACSIMILE NUMBER	CODE		Ν	UMBER			
E-MAIL ADDRESS							
VAT REGISTRATIO	1						
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATU			OR	SUPPLIER			
	SYSTEM PIN:		ÖK	DATABASE No:	MAAA		
B-BBEE STATUS	TICK AF	PLICABLE BOX]		TUS LEVEL SWOR		[TICK APPLICAE	3LE BOX]
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ORDER TO QUALIF		NCE POINTS FOR B-BL		•		,	
ARE YOU THE ACCREDITED							
REPRESENTATIVE IN				OREIGN BASED		□Yes	□No
SOUTH AFRICA FOR	□Yes	No		OR THE GOODS WORKS OFFERED	?		
THE GOODS /SERVICES /WORKS	[IF YES ENCLC	SE PROOFI				[IF YES, ANSWER T QUESTIONNAIRE B	
OFFERED?		· · · ·					,
QUESTIONNAIRE TO	BIDDING FOREIGN	SUPPLIERS					
IS THE ENTITY A RES	DENT OF THE REF	PUBLIC OF SOUTH AFRIC	CA (RSA)?			🗌 YES 🗌] NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?] NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?							
DOES THE ENTITY HA	VE ANY SOURCE	OF INCOME IN THE RSA?	?			🗌 YES 🗌] NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							
SYSTEM PIN CODE FI	KOM THE SOUTH A	FRICAN REVENUE SER	VICE (SARS) A	ND IF NOT REGIST	EK AS	PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

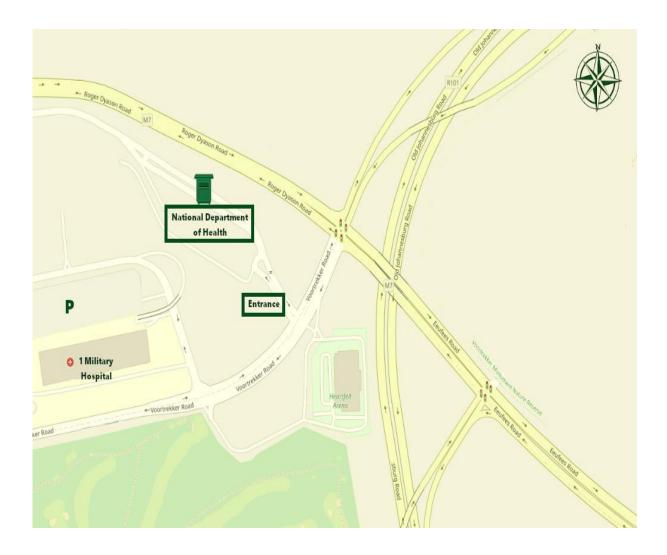
SIGNATURE OF BIDDER:

.....

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

DATE:

.....



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

obligations of the supplier covered under the contract. 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing. These general conditions are applicable to all bids, contracts and orders 2. Application 2.1 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 5.1 The supplier shall not, without the purchaser's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the purchaser in connection therewith, to any person other information: than a person employed by the supplier in the performance of the inspection. 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,	8.1	All pre-bidding testing will be for the account of the bidder.
tests and analyses	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 documents10.1Delivery 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
services13.1 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.
- 14.1 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.
- 15.1 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

14. Spare parts

15. Warranty

		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.
 - ination23.1The 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

23. Termination for default

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 24.1 When, after the date of bid, provisional payments are required, or anticountervailing and dumping or countervailing duties are imposed, or the amount of a duties and rights 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.

Js General Conditions of Contract (revised July 2010)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

SBD4

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

Signature	Date
Position	Name of bidder

SBD4

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number NDoH-09(2023/2024)	07 AUGUST 2023 @ 11:00AM
Name of bidder	
Postal address	
Signature	Name (in print)
Date	

Js475wc





Private Bag X828, PRETORIA, DR AB Xuma Building, 1112 Voortrekker Road, Thaba Tshwane, Pretoria

NDOH Reference number

National Department of Health: Health Systems Research

INVITATION FOR CALL FOR PROPOSALS TO NON-GOVERNMENTAL ORGANISATIONS (NGOs) FOR HEALTH SYSTEMS RESEARCH GRANT FOR A PERIOD OF THREE (3) YEARS

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List of Acronyms

AIDS CSO	:	Acquired Immune Deficiency Syndrome Civil Society Organisation
CV	:	Curriculum Vitae
HIV	:	Human Immunodeficiency Virus
HSS	:	Health System Strengthening
HRH	:	Human Resources Strategy
M&E	:	Monitoring and Evaluation
MTSF	:	Medium-Term Strategic Framework
NDoH	:	National Department of Health
NDP	:	National Development Plan
NGO	:	Non-governmental Organisation
NHI	:	National Health Insurance
NPO	:	Non-Profit Organisation
PSM	:	Procurement and Supply Chain Management
SA	:	South Africa
SDG	:	Sustainable Development Goal
UHC	:	Universal Health Coverage
WHO	:	World Health Organization

Glossary of Terms

Civil society	According to the World Bank, civil society is "a wide array of
organisations	non-governmental and not-for-profit organizations that have a presence in public life, expressing the interests and values of their members or others, based on ethical, cultural, political, scientific, religious, or philanthropic considerations.
Health systems research	According to World Health Organization (WHO), health systems research seeks to understand and improve how societies organise themselves in achieving collective health goals, and how different actors interact in the policy and implementation processes to contribute to policy outcomes. By nature, it is inter-disciplinary, a blend of economics, sociology, anthropology, political science, public health, and epidemiology that together draw a comprehensive picture of how health systems respond and adapt to health policies, and how health policies can shape and be shaped by health systems and the broader determinants of health.
Non-governmental organisation	Non-governmental organisation is a voluntary group or institution with a social mission, which operates independently from the government.
Non-profit organisation	In terms of the Non-profit Organisation Act 71 of 1997, non- profit organisation is a trust, company or other association of persons established for a public purpose and the income and property which are not distributable to its members or office- bearers except as reasonable compensation for services rendered.
Evidence synthesis	According to World Health Organization (WHO), evidence synthesis is a type of research method that allows researchers to bring together all relevant information on a research question. This can be useful to identify gaps in knowledge, establish an evidence base for best-practice guidance, or help inform policymakers and practitioners. There are many types of outputs that use evidence synthesis, such as policy briefs, systematic reviews, clinical practice guidelines and so on.
Capacity Building	According to United Nations, capacity building is defined as the process of developing and strengthening the skills, instincts, abilities, processes, and resources that organizations and communities need to survive, adapt, and thrive in a fast-changing world. Capacity Building involves building, strengthening, and sustaining the human and physical capacity to conduct, absorb and use health research.

1. Background

The National Development Plan 2030 (NDP), which was adopted by the South African Government in 2012, highlighted the inability of the public health system to meet demand or sustain quality as one of the primary challenges faced by the country. For South Africa to deliver on the promise of quality health care for all, the NDP identified the need to strengthen the health system as one of the key actions required to support the objectives set to be delivered by the health sector by 2030.

The Department continues to build a strong integrated national health system to respond to the priority challenges. The WHO Health System Strengthening (HSS) framework proposes innovative ways of harnessing and focusing the energies of communities, Non-Governmental Organisations (NGOs) and the private sector to promote common understanding of the building blocks for health systems strengthening. The Department is looking for NGO(s) who have been doing health systems research in the WHO building blocks. The building blocks listed below with their definitions are service delivery; health workforce; information; medical products, vaccines and technologies; health financing; leadership and governance (stewardship):

- a) Good **health services** are those which deliver effective, safe, quality, personal and non-personal health interventions to those that need them, when and where needed, with minimum waste of resources.
- b) A well-performing **health workforce** is one that works in ways that are responsive, fair and efficient to achieve the best health outcomes possible, given available resources and circumstances (i.e., there are sufficient staff, fairly distributed; they are competent, responsive and productive).
- c) A well-functioning **health information** system is one that ensures the production, analysis, dissemination, and use of reliable and timely information on health determinants, health system performance and health status.
- d) A well-functioning health system ensures equitable access to essential **medical products, vaccines and technologies** of assured quality, safety, efficacy and cost-effectiveness, and their scientifically sound and cost-effective use.
- e) A good **health financing** system raises adequate funds for health, in ways that ensure people can use needed services, and are protected from financial catastrophe or impoverishment associated with having to pay for them. It provides incentives for providers and users to be efficient.
- f) **Leadership and governance** involve ensuring strategic policy frameworks exist and are combined with effective oversight, coalition-building, regulation, attention to system-design and accountability.

Health System Strengthening (HSS) involves investments in inputs in an integrated and systemic way, but also reforming the architecture that determine how different parts of the health system operate and interact to meet priority health needs through people-centred integrated services to achieve Universal Health Coverage (UHC). UHC aims to ensure that 'all people have access to needed health services, including prevention, promotion, treatment, rehabilitation and palliation, of

sufficient quality to be effective while also ensuring that the use of these services does not expose the user to financial hardship'. The call for all countries to achieve UHC was re-iterated in the 2015 United Nations' Sustainable Development Goals (SDGs) agenda for 2030 in which Goal 3, dedicated to 'health and wellbeing', specifies targets for UHC as one of the indicators of success. Over the past decade, the South African government has committed to a major re-structuring of the current health system through the National Health Insurance (NHI). The NHI is intended to move South Africa towards UHC by ensuring that the population has access to quality health services and that it does not result in financial hardships for individuals and their families. Within this complex situation, health systems and services research on UHC is essential for taking the health agenda forward and stimulating the uptake of evidence informed strategies to respond to the priority challenges, including:

- a) A complex, quadruple burden of diseases which consists of communicable diseases such as HIV, AIDS, and TB, as well as a rise in non-communicable diseases.
- b) An ineffective and inefficient health system.
- c) The social determinants of health, including structural determinants and conditions of daily life, as well as promotion of healthy behaviours lifestyles.
- d) Ecological determinants of health, including emergent zoonotic pathogens (e.g., COVID-19) and climate-change related environmental factors.

The WHO research for health strategy aims to improve health outcomes with the involvement of many sectors and disciplines, including civil society organisations (CSOs). The CSOs operate between the state and the public, represent, or serve population groups, and are guided by the principle of social justice. CSOs can play a key role in all aspects of research process, from developing a research agenda that responds to the needs and concerns of the public, to conducting research and transforming research findings into action.

In South Africa (SA), civil society organisations such as NGOs, function under the Non-Profit Organisation (NPO) Act of 1997 which allows the state to promote, support and enhance the capacity of NGOs to perform their functions. In terms of this Act, a non-profit organisation (NPO) is defined as either a trust, company or other organisation or association of people established to serve a public purpose. Therefore, government can provide subsidies in the form of a grant as a strategy to support transformation in South Africa. The grant may be used to support NGOs that perform health systems research work for public good and aligned to the Department priorities.

The National Department of Health (NDoH) continues to fast track the implementation of the Presidential Health Compact interventions. This is a critical component of HSS for the entire health sector. The Presidential Health Summit, held in 2018, is regarded as a critical consultation process, which identified key challenges facing the health system, and most importantly sort solutions to improve health system and quality of care. The deliberations of the Presidential Health Summit resulted in Presidential Health Compact through which the stakeholders

committed to assist government to strengthen the health system (https://www.thepresidency.gov.za/content/presidential-health-compact).

The National Health Research Priorities list was produced and published in April 2020, updated annually through to April 2023. Areas identified as health systems research priorities are leadership and governance; human resources for health; financing; service delivery; equipment; information and intelligence (https://www.health.gov.za/wp-content/uploads/2023/06/Revised-National-Health-Research-Priorities-2021-2024.pdf).

The Medium-Term Strategic framework (MTSF) 2019 – 2024 provides a clear framework for monitoring implementation of interventions and progress made to achieve Priority 3: Education, Skills and Health. For the period 2019 – 2024, the NDoH is committed to eleven interventions which are expressed in the Annual Performance Plans:

- a) Enabling legal framework created for the implementation of NHI Bill;
- b) Roll out quality improvement programme in public health facilities to ensure they meet quality standards required for certification and accreditation of NHI;
- c) Develop a comprehensive policy and legislative framework to mitigate the risks related to medical litigation;
- d) Improved quality of primary healthcare services through expansion of Ideal Clinic Programme;
- e) Develop and implement a comprehensive Human Resources Strategy (HRH) 2030 and HRH Plan 2020/21 2024/25;
- f) Establish provincial nursing collages with satellite campuses in all nine provinces;
- g) Expand the primary health care system by absorbing over 50 000 Community Health Workers into the public health system;
- h) Drive national health wellness and healthy lifestyle campaigns to reduce the burden of disease and ill health;
- i) Provide good quality antenatal care;
- j) Protect children against vaccine preventable diseases; and
- k) Improve the integrated management of childhood disease services.

The Presidency is leading the district-based approach to implementation and research investment will follow suit. The approach is designed to address problems with service delivery by allowing all spheres of government, from local municipalities to national government, to work together in a more effective and coordinated way.

The Department has previously commissioned health systems research in areas of health finance, health workforce, service delivery, health information, leadership and governance. Research support remains very relevant in the current era and as the health system evolves to address current and emerging challenges. Continued investments towards research in HSS will go a long way to ensure quality health services, and effective coverage are achieved.

2. Research grant

The grant will support the health system research work for a period of three years. The applicants are required to submit a technical proposal and not costed budgets as part of this call for proposals.

3. Areas of grant support for the call

The National Department of Health (NDoH) invites national NGOs to apply for financial support to conduct health systems research aimed at identifying mechanisms for improving health delivery, quality of care, patient and systems development. The invitation is directed to NGOs with a track record in health systems research and capacity development at national, provincial and district levels. The grants will form part of the capacity building, envisioned to improve the reach and impact of NGOs by providing funding for health systems research and activities targeted to support the achievement of NDoH priorities.

Health systems research experience and future work will cover the WHO six building blocks of service delivery; health workforce; information; medical products, vaccines and technologies; health financing; leadership and governance (stewardship). Strengthening health system means improving these six building blocks and managing their interactions in ways that achieve more equitable and sustained improvements across health services and health outcomes. Below are some of the broad health systems research areas to be considered for the threeyear period, namely:

- a) Governance at various levels
- b) Job satisfaction and competencies assessment
- c) UHC
- d) Service delivery
- e) Quality of care
- f) Chronic disease: detection and adherence to medication
- g) Mental health
- h) Assessment of Clinical Associates programme
- i) Referral systems and linkage to care
- j) Health Information Systems and Digital Health

3.1 Research Approach

The research approach will focus on acquiring information which can be used for rational decision-making in HSS and to design and evaluate policies and programmes that will bring the largest health benefits, utilizing existing knowledge and available resources. Evidence synthesis method that identifies, evaluates, and combines data from multiple sources to provide best evidence, including on the effectiveness interventions to support decision-making across public health. This may include but are not limited to policy/programme implementation analysis, burden of disease analysis and key indicator performance analysis comparing

provinces and/or district. Scientific outputs will be in the form of systemic reviews, trend analysis, statistical publications, and policy briefs.

3.2 Capacity Development

Capacity building of national programme managers and policy makers in areas of generating and use of evidence for decision-making. Capacity building that aims to develop appropriate research skills in the co-production of publications with programme managers (national and provincial) which will allow the use of evidence that responds to health systems challenges. Platforms that bring researchers and policy makers together such as seminars on key health systems topics and stakeholder engagement workshops to capacitate district managers will be important.

4. Mandatory Requirements

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

- a) Compliance with all (SARS) TAX clearance requirements, attached TAX compliance status PIN and central supplier database number.
- b) Latest Annual Financial Statement with the audit report signed by the Board chairperson (not older than a year).

The following technical documents should be submitted by bidders otherwise an application will be rejected and not subjected to further evaluation:

- a) Proof of legal entity (NGO).
- b) NPO registration status and confirmation of compliance with Department of Social Development requirements.
- c) Profile of the organisation with minimum 10 years in existence and some of its work relevant to the grant.
- d) List of board members and management, their current job titles and certified copies of IDs.
- e) Organogram and CVs of key management positions to show capacity of the NGO.
- f) The NGO's constitution and financial policy signed by board members.
- c) Details of other sources of funding, including amounts and areas of focus for the past financial period.

5. Competencies required for the NGOs

5.1 Proven track record of accomplishments (maximum 10 pages).

 a) Provide a description of how the NGO(s) has expertise and experience in health systems research and capacity development to facilitate or support use of evidence for planning and policy planning at all levels (National. Provincial, District)

- b) Provide proof of contracts or awards or grants of working in or conducting similar projects successfully in the South African public health systems (national footprint).
- c) Capacity to undertake this work demonstrated by the availability of a suitably qualified, accessible, dedicated and skilled team (based on CVs and qualification certificates) and resources to work on the project.
- d) The NGO(s) has a project lead with at least 10 years' experience and publication record in health systems research and has statistical data analysis expertise (qualitative and quantitative).

6. Methodology Approach

6.1 Technical Proposal (maximum 20 pages)

- a) Provide a background on the health systems research landscape in the country as well as a summary of any existing literature in this setting.
- b) Provide a problem statement outlining some of the key challenges of the health systems and strengthening health systems using evidence synthesis.
- c) Provide information of data sources and mixed methods proposed to be used, including demonstrating how these will contribute to addressing the problem statement.
- d) Provide a project plan with key activities and timelines.
- e) Outline specific plans on how to engage and work closely with policymakers (national and provincial).
- f) Composition of the proposed team: names, expertise, function in institution, gender, and role in team and experience relevant to the call. The team should also have expertise that consolidates research that can be used for policymaking; publications on UHC and statistical publications on health system performance.
- g) Provide knowledge dissemination and translation approach.

7. Organisational Requirements

The minimum requirements to receive the health systems research grant include:

- 7.1 Governance and Programme Management
 - a) Organisational management and implementation structure.
 - b) Governance structure, management practices and processes.
 - c) Technical expertise including grant management experience.
 - d) Infrastructure and management information system.
 - e) Internal controls and risk management systems.
 - f) Management, capacity building and oversight of service providers and satellite offices.
- 7.2 Financial Management
 - a) Financial organizational structure and functions.
 - b) Financial Management Policies and Procedures.

- c) Budget management processes.
- d) Accounting and record-keeping.
- e) Payments and invoicing.
- f) Cash flow management.
- g) Asset management.
- h) Audits mechanisms.
- 7.3 Monitoring, Reporting and Evaluation
 - a) Organisational structure and M&E functions.
 - b) Human capacity for monitoring and evaluation unit.
 - c) Coordination and management of M&E systems.
 - d) Programme monitoring and evaluation.
 - e) Database and information management system.
 - f) Data dissemination and use.

7.4 Human Resource Management

- a) Organisational human resource structure and functions.
- b) Human resource policies and procedures.
- c) Payroll management.
- d) Performance and development management systems.
- 7.5 Supply Chain Management
 - a) Supply Chain Management structure and functions.
 - b) Supply Chain Management policies and procedures.
- 7.6 Organisational Culture on Communication and Advocacy
 - a) Existence of information products (i.e., reports, website content, emails, newsletters, geo-spatial maps, tables, charts, etc).

These organisational requirements will be assessed during the evaluation and capacity assessment processes.

8. Evaluation Process and Criteria

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

- a) The first stage of the evaluation process assesses compliance with mandatory requirements.
- b) The second stage of the evaluation process assesses functionality evaluation.
- c) The third stage of the evaluation process assesses the presentation of the proposal (only shortlisted NGOs will be invited for presentation).

Furthermore, the application submitted will be assessed on the criteria listed below to determine an applicant's eligibility for funding. The assessment of an applicant organisation's ability to successfully meet the grant requirements includes but may not be limited to:

- a) Sustainability The organisation must be able to continue on its own or with other funding from the community and/or other donors during/after the award period.
- b) Project and quality management systems, policies and structures
- c) Existing core staff members with appropriate qualifications and/or experience to implement Health systems research aligned to the work plan.
- d) Monitoring, Evaluation and Reporting systems.
- e) Reports and findings from audits.
- f) Networks and strong community linkages including a memorandum of understanding with relevant health structures.

The BEC will make recommendations to the NDoH Bid Adjudication Committee (BAC) for consideration and BAC will make recommendations to the Director-General for appointment of an NGO(s).

Criteria	Weight	Sub-Criteria	Measure		Sub- Weight
Technical Competency (Minimum score of 60%The NGO must 		ns research at national er experience will be le below:	15		
points on technical		Health Systems Research	Relevant experience	Score	
points		(15)	More than 15 years experience	5 4	
required to		(10)	10 – 15 years experience 10 years experience	3	
progress to presentation			5 years but less than 10 years experience	2	
stage)	70		3 years experience or less	1	
			The track record must be supported respective technical reports. Nationa reserves the right to verify the inform	I Department of Health	
		A publication track record over the past 10 years (5)	NGOs are required to demonstrate systems research. NGOs must sub reviewed scientific publications for t publications must include articles in interdisciplinary journals.	mit a list of their peer the last 10 years. The	5

Table 1: Evaluation Criteria

	Publications per year	Score	
	2 or more accredited peer-reviewe publications	d 5	
	1 accredited peer-reviewed publication	4	
	1 peer-reviewed publication	3	
	1 non-peer reviewed publication	2	
	1 publication	1	
	0 publication	0	
	· ·		
Operational research to inform health policy, strategies and practices (5)	NGOs are required to demonstrate exist capacity in generating information for pla evaluation and decision-making at distr national level. NGOs to submit full detai publications (statistical and thematic).	anning, monito ct, provincial	oring and
	per year	Score	
	10 or more publications per year	5	
	8 publications per year	4	
	5 publications per year	3	
	2 publications per year	2	
	1 publication per year	1	
	0 publication per year	0	
development through training and mentorship (5)	managers and decision-makers. Capacity development experience	Score	
	10 or more years involved in capac development		
	8 years involved in capacity developmer		
	5 years involved in capacity developmer		
	2 years involved in capacity developmer		
	1 year involved in capacity development		
	0 years involved in capacity developmer		
The NGOs must	The NGOs must provide qualifications, t		
have key	and experience of all key management		
management,	technical personnel, stating their roles in		
professional and technical	provide their CVs. CVs must reflect the experience of individuals on various asp		
personnel with	systems research and ability to train proc		
emphasis on the	at all levels (national, provincial and distr		
skills and	required must include Project Ma		Data
experience in	Management, Data Analysis and report-w	•	
technical areas of			
the call:	Management: The Team Leader mu	ist be a he	ealth
	professional with a post-graduate qual		
The grant will be concluded on the basis of the	health/health related postgraduate qualifi years experience in the public health envi	cation and wit	
personnel/team provided with this call.			

(15)				
(,	Relevant personnel experience	Score		
	More than 15 years experience	5		
	10 – 15 years experience	4		
	10 years experience	3		
	5 years but less than 10 years	2		-
	experience			5
	3 years experience or less	1		
	Professional: The Team must have ca of 10 years experience in project chain, finance, human resource, com and evaluation (M&E) skills and 10 y NGOs must provide evidence on rele been managed. Relevant personnel experience More than 15 years experience 10 – 15 years experience	management, su munication, monity years' experience.	upply oring The	
	10 years experience	3		
	5 years but less than 10 years	2		
	experience	-		
	3 years experience or less	1		
	Technical Core Personnel All technical personnel must have relevant technical expertise as o minimum of 5 years' experience. Each team member will be evalue qualifications and skills. The team we following skills: Researcher(s), Social Scientist, Manager, Epidemiologist, Data Analy Field Data Collectors.	utlined below ar uated on experie ill be evaluated or Biostatistician,	nd a ence, n the Data	5
	Relevant personnel experience	Score		
	10 years experience	5		
	7 years experience	4		
	5 years experience	3		
	3 years but less than 5 years experience	2		
	2 years experience or less	1		
Methodology	NGOs are required to submit a tech	nical proposal fo	r the	
Approach (25)	health systems research projects			
· .pp: coon (=•)	summaries on concept notes) that w			
The NGOs must	three years (maximum six).		-	
provide a				
comprehensive	The technical proposal must be		lling,	
proposal outlining the approach and methodology to	justifiable with clear goals and timefra	ames.		
provide the				
following services				
under the following aspects				

		which must be			
		clearly marked. The proposal	Proposal Six (6) proposals with background, problem statement	Score	
		must cover the following areas:	and project plan divided into phases with clear outputs, and timelines per phase that has a clear, feasible and realistic methodology	0	
		 Quantitative and qualitative 	Five (5) proposals with background, problem statement and project plan divided into key activities, clear outputs, and timelines that has clear, feasible and realistic methodology	4	10
		research/eval uation approach	Four (4) proposals with background, problem statement and project plan with timelines and clear, feasible and realistic methodology	3	
		Clear methodology	Three (3) proposals with background, problem statement and project plan with timelines and clear, feasible and realistic methodology	2	5
		 Feasible timeline Realistic outputs 	Two (2) proposals with project plan without clear timelines, key activities, no clear outputs and no realistic methodology	1	5
Technical Cor	npetency				70
Presentation	30		Business case for investing in the NGO is clear, compelling and evidence based.		15
			Harmony between submitted application an presentation regarding facts and details.	d oral	10
			Ability to respond fully to questions raised by the B provide additional information if requested	EC and	5
Presentation	Subtotal				30
Minimum Functionality					60
Grand Total				100	

NB: Bidders should take note that the minimum functionality threshold is 60%. Bidders should score a minimum of 60% (42 points) on technical competencies based on the submitted proposal to progress to the presentation stage.

Score	Classification	Definition
0	No response	No response at all or insufficient information provided in the
	(complete	response such that the solution is totally not assessable and/or
	noncompliance)	incomprehensible.
1	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Service Provider will be able to provide the services and/or considerable reservations as to the Service Provider's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for the Department.

Table 2: The scoring criteria for evaluation of functionality

		r
2	Partially acceptable response (one or more areas of major weakness)	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Service Provider will be able to provide the services and/or some reservations as to the Service Provider's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high-risk solution for the Department.
3	Satisfactory and acceptable response (substantial compliance with no major concerns)	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to the Department.
4	Fully satisfactory /very good response (fully compliant with requirements)	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full, and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no-risk solution for the Department.
5	Outstanding response (fully compliant, with some areas exceeding requirements)	Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Department; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements but also exceed it as described. Low/no-risk solution for the Department.

9. Application Instructions

NGOs are required to:

- a) Submit two hard copies and an electronic copy (memory stick) of the proposal.
- b) Ensure completeness of the bid documentation (including the attachment of all necessary supporting documentation) and not exceed the recommended length of sections.
- c) All proposals with all supporting documentation must be deposited into the tender box located in the reception area at Dr AB Xuma Building, 1112 Voortrekker Road, Thaba Tshwane, Pretoria, 0187 before the deadline of (Date) 2023 by (Time).

10. Application Timeframe

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

Publication date	
Briefing session (not compulsory)	
Deadline for submitting applications	

11. Contact Details

Please direct your requests for information and questions/queries in writing to the provided email: <u>tenders@health.gov.za</u>

Please note that questions and requests for information must be submitted on or before the (Date), between 08:00 and 16:00.

12. Implementation Arrangements

The implementation timeframe of the grants will be within three years.

The Department will follow a performance-based funding model and each organisation granted funding is expected to report monitoring and evaluation and financial data electronically quarterly. This includes submission of all data collection tools and financial source documents for verification. Disbursement of funding will occur quarterly based on performance.

Successful NGO(s) will be granted funding a year within a period of three years. The budget figure may depend on:

- a. the quality of the application
- b. assessed capacity to implement and deliver impact
- c. requests for a smaller amount and/or shorter implementation period
- d. the NGO's current funding situation
- e. the NGO's other donor obligations
- f. the funds availability

Selected organisations must be able to establish clear performance goals, indicators and timely project deliverables that can be externally verified.

BID SPECIFICATION COMMITTEE CHAIRPERSON: MS T ZONDI CHIEF DIRECTOR: HEALTH INFORMATION RESEARCH MONITORING AND EVALUATION DATE: