



health

Department:

Health

REPUBLIC OF SOUTH AFRICA

DoH-347(2024/2025)

REQUEST FOR QUOTATION FOR A SERVICE PROVIDER TO CALCULATE OUT-OF-POCKET AND DONOR FUNDING EXPENDITURES ON HEALTH FOR THE NATIONAL HEALTH ACCOUNTS

BID VALIDITY PERIOD: 120 DAYS

DATE ISSUED: 06 SEPTEMBER 2024

CLOSING DATE AND TIME OF THE BID:

27 SEPTEMBER 2024 AT 11H00AM

COMPULSORY BRIEFING SESSION:

DATE: 13 SEPTEMBER 2024 AT 10:00AM

VENUE:

https://zoom.us/webinar/register/WN_0FX5BaRZStCCjj1QUvraww

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)					
BID NUMBER:	DoH-347(2024/2025)	CLOSING DATE:	27 SEPTEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR QUOTATION FOR A SERVICE PROVIDER TO CALCULATE OUT-OF-POCKET AND DONOR FUNDING EXPENDITURES ON HEALTH FOR THE NATIONAL HEALTH ACCOUNTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL DEPARTMENT OF HEALTH					
1112 VOORTREKKER ROAD					
DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	purchasing@health.gov.za	E-MAIL ADDRESS		E-MAIL ADDRESS	purchasing@health.gov.za
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

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



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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 The company must submit ID copies of Directors and or shareholders with their bid document or quotation to substantiate points claimed. The share certificate reflecting the number of shares held by each member or director of the company to qualify for the points claimed must be submitted. In case of a claiming points for disability the company must submit a registered Doctor noted or document as evidence of the disability.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	10		
Women	8		
People with Disabilities	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



health

Department:
Health
REPUBLIC OF SOUTH AFRICA



Private Bag X828, PRETORIA, 0001 Dr AB Xuma Building 1112 Voortrekker Road, Pretoria Townlands 351-JR,
PRETORIA, 0187 Tel (012) 395 8000, Fax (012) 395 8918

TERMS OF REFERENCE: DOH NO 347/2024-2025 REQUEST FOR QUOTATION FOR A SERVICE PROVIDER TO CALCULATE OUT-OF-POCKET AND DONOR FUNDING EXPENDITURES ON HEALTH FOR THE NATIONAL HEALTH ACCOUNTS

September 2024

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1. BACKGROUND

National Health Accounts (NHA) describe financial flows in the healthcare sector based on an internationally standardized accounting framework. The aim is to track expenditures trends and empower policymakers in monitoring the impact of reforms. NHAs are the main source of data on money flows in healthcare and are used both for international and national purposes. In essence, NHA is a set of tables showing who is paying for health services provided by specific types of providers, providing different types of care to patients. The purpose of the NHA is to help fulfill the mandate of the National Department of Health (NDoH), by giving NDoH information on health expenditures and by providing a tool for monitoring the implementation of National Health Insurance.

National Department of Health requests technical assistance in the implementation of NHA by providing deliverables described below. It is expected that the work will consist of mapping and triangulating data sources on out-of-pocket expenditures and calculating donor funding on health in South Africa to the codes of the System of Health Accounts 2011 in close collaboration with NDoH and WHO. The mapping and expenditure estimation process to include knowledge transfer to representatives of NDoH during the duration of the contract.

The international classification of System of Health Accounts 2011 is available online – <http://www.who.int/health-accounts/methodology/en/>. All NHA previous reports are available on the NDoH website - <https://www.health.gov.za/strategic-documents/>

2. SPECIFICATIONS / SCOPE OF WORK

2.1 Aims

The aim of the project is to calculate NHA estimates in out-of-pocket expenditures and donor funding expenditures for 2017/18 – 2020/21, using methodologies developed in NHA Rounds 1 and 2.

2.2 The objectives are:

The following constitute the Terms of Reference for providing technical assistance to NDoH to analyze data available in South Africa (e.g., Income and Expenditure Survey, donor funding data) and triangulate these data to calculate out-of-pocket expenditures and donor funding

expenditures within the methodology of System of Health Accounts 2011 for the development of National Health Accounts in South Africa.

- 2.2.1 In consultation with the National Department of Health and in close collaboration with the NHA Core team, perform the following tasks:
- 2.2.2 Analyze existing data sources on out-of-pocket payments in South Africa and perform the following:
 - 2.2.2.1 Source and analyze household budget survey data and estimate the expenditures on:
 - a) Health provider (HP),
 - b) Province of the provider/household (SNL),
 - c) Type of healthcare (HC), and
 - d) Disease, Age group of the patient and the gender (AGE/GEN/DIS).
 - 2.2.3 Verify/update methodology for estimating between the household budget surveys,
 - 2.2.4 Triangulate more sources of data of private expenditures and validate the estimates,
 - 2.2.5 Prepare documentation of the estimation and the methodology for updating the estimates,
 - 2.2.6 Review and fill in data gaps and work with NDoH on public health OOP expenditures, and
 - 2.2.7 Link estimates to the National Accounts figures and align the differences and explain in cooperation with StatsSA.
 - 2.2.8 Validation of mapping on all different years – ASR, OOP and other data.
 - 2.2.9 Analyze donor funding expenditures data and perform the following functions:
 - 2.2.9.1 Source and analyze donor funding data and estimate the expenditure on
 - a) Health provider (HP),
 - b) Province of the provider/household (SNL),
 - c) Type of healthcare (HC), and
 - d) Disease, Age group of the patient and the gender (AGE/GEN/DIS).
 - 2.2.10 Verify/update methodology for estimating donor funding methodology based on the NHA Round 2 report, and
 - 2.2.11 Prepare documentation of the estimation and the methodology for updating the estimates,

2.2.12 Training National Department of Health representatives.

2.3 Roles and responsibilities

2.3.1 It is expected that the service provider will closely collaborate and capacitate the NHA Core team based in Pretoria and will train the representatives of NDoH on estimating OOP and donor funding expenditures on health as specified in 2.2.

2.3.2 Deliverables by service provider

2.3.2.1 Final methodology to calculate OOP and donor funding data documented and agreed on with the NDoH.

2.3.2.2 Updated table/database mapping OOP and donor funding health expenditure by dimensions in 2.2 above with SHA 2011 to the lowest possible level in South Africa, 2017/18 – 2020/21.

2.3.2.3 Updated methodology on data preparation, data mapping and processing into the HAPT for 2017/18-2020/21.

2.3.2.4 prepare all metadata for import into the HAPT.

2.3.2.5 Detailed data specification with metadata in a written document.

2.3.2.6 Training and "in-house" capacity building.

2.3.2.7 Information sharing and skills transfer during the process to NDoH.

2.3.3 Responsibilities of the NDoH

2.3.3.1 Manage the project, i.e. provide administrative and technical support for the project.

2.3.3.2 Provide the service provider with all relevant data, viz. Vulindlela csv files, DHIS data, relevant datasets kept by provinces, and other relevant data as may be requested.

2.3.3.3 Provide human resources for data mapping in collaboration with service provider.

2.3.3.4 Assure data confidentiality, data sharing and avail representatives of NDoH for training and capacity building as well as other members of the Technical Task Force.

2.3.4 Required qualifications, skills and experience

- 2.3.4.1 At least a NQF 7 or higher in Data Management and Mapping, Health Statistics, Actuarial Science, Biostatistics or Economics or related qualification with healthcare industry experience.
- 2.3.4.2 Extensive knowledge and experience of health statistical research in South Africa,
- 2.3.4.3 Extensive knowledge and experience of survey data, public health expenditure data, medical schemes databases,
- 2.3.4.4 Comprehensive knowledge and experience of survey data and donor funding data,
- 2.3.4.5 Proven experience in working with donor funding expenditure database and survey data to form complex statistical databases, knowledge of South African Health Sector.

3 CONTRACTUAL AGREEMENT

3.1 Period of contract

- 3.1.1 The successful service provider will operate in terms of the approval by the NDoH during the contract period.
- 3.1.2 The Project Manager of the successful bidder will be expected to consult with the Project Coordinator of the NHA at the NDoH.
- 3.1.3 The NDoH will draw up a Service Level Agreement (SLA) within two weeks after the appointment of the successful bidder, which must be signed by both parties within fourteen working days.
- 3.1.4 The duration of the contract is five months, and its project details will be finalized in the initiation meeting.

3.2 Intellectual property and confidential information

- 3.2.1 All Intellectual Property created pursuant to this project belongs to the NDoH.
- 3.2.2 The NDoH and the contracted service provider shall keep confidential and not to disclose to third parties any information provided by either Party or its representatives during performance of the project without prior written consent to make such disclosure.

3.3 Accountability and reporting

- 3.3.1 One key contact person and an alternative must be made available by the successful bidder to manage the project.
- 3.3.2 The NHA Coordinator from the NDoH will administer the project on behalf of the NHA Project Manager.

3.4 Terms of payment

- 3.4.1 Will be specified in the SLA after the kick-off meeting with the contracted bidder.
- 3.4.2 Payment will be made on a 30-day term after receipt of an original invoice accompanied by a deliverable(s), as per PFMA, 1999.

4. COSTING

4.1 Bidders are required to cost the following in their bid proposals:

- 4.1.1 Each individual phase of the project, i.e. deliverable(s) for the periods mentioned in the aims of the project above.
- 4.1.2 The total amount inclusive of all applicable taxes and all costs and expenses of the project.

5 GUIDELINES FOR SUBMISSION OF PROPOSALS

- 5.1 Information from bidders is set out below and should be submitted in the order specified.
- 5.2 Bidders may provide additional information which they deem necessary for their bids.
- 5.3 Information about the bidder
- 5.4 An organisational chart of team members that will be actively involved in the project and their CVs with relevant experience and capacity.
- 5.5 A profile of the company, stating the constituent organisations, shareholders, relevant experience and area of operation.
- 5.6 Technical proposal (without/ excluding costing)
- 5.7 A methodology of how the bidder envisages to accomplish the task for each deliverable(s) during the phases of the project.
- 5.8 A project plan describing how the work will be done. This will include description of the proposed:

- a) Ethical considerations,
- b) Active roles of team members within the project, and
- c) Time frames (monthly periods)

6 SPECIAL CONDITIONS

- 6.1 Work will be monitored as per the agreed SLA which will be signed by the NDoH and the contracted bidder.
- 6.2 The contracted vendor may need to seek technical support from the NDoH partners especially the NHA expert assigned by WHO, or by NDoH-approved international organisations or experts.
- 6.3 Monthly progress reports must be submitted by the contracted vendor to the NHA Coordinator for approval by the Project Manager.
- 6.4 Meetings between the NDoH, the successful bidder and any other relevant parties will be organised by the NDoH, who may incur incidental costs of such meetings.
- 6.5 Bidders may be required to present their bids to the Bid Evaluation committee before the final bid adjudication is done.
- 6.6 The NDoH reserves the right not to award the tender.
- 6.7 Bidders to submit a bid proposal and project work plan and a separate cost document SBD 3.3. The plan also needs to show the different phases of the project and output per phase.
- 6.8 The conditions set out in the Government Procurement General Conditions Contract will apply.
- 6.9 Bid proposals and Cost documents must be delivered in separate sealed envelopes to the National Department of Health on or before the closing date for the bid.

7 PHASE 1: SUPPLY CHAIN NON-MANDATORY REQUIREMENTS

- 7.1 Compliance with all Tax Compliance requirements: Attach Tax Compliance Status Pin, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Compliance requirements.
- 7.2 Submission of central supplier database report: Bidder must submit proof of registration with the Central Supplier Database (CSD) (i.e., MAAA..... number)

7.3 SUPPLY CHAIN MANDATORY REQUIREMENTS

7.3.1 **Resolution letter: A resolution authorising** a particular person to sign the bid documents. The letter should be in the letterhead of the company where applicable and should be duly signed. The resolution does not apply to one man concern business however, the ownership will be verified against CIPC or CSD reports respectively.

7.3.2 Submission of bid response document on time: Bidder must submit the bid response at the correct place within the stipulated date and time.

7.3.3 **A Compulsory briefing session will be held as follows:**

Date: 13 September 2024

Time: 10:00am

Venue: VIRTUAL LINK

7.3.4 **The Hard Copy (constitutes the legally binding bid document)** All SBD and Bid Response forms must be completed in full. All fields must be completed. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). The signed hard copy of the bid document will serve as the legal bid document. The duly authorised designee of the entity submitting the bid must attach his/her official signature were indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way.

8 PHASE 2: FUNCTIONALITY EVALUATION CRITERIA

8.1 Criteria for Functionality and Points Weight Allocation for the appointment of a service provider to estimate healthcare functions, diseases, age and gender profiles at public healthcare providers in South Africa

8.2 During this phase, bidders scoring less than **60 POINTS** will not qualify for Phase 3: Price + Preference Points system.

No.	Criteria	Weight	score								
1	<p>Proposed methodology and work plan:</p> <p>Adequacy of proposed work plan and proposed method. The bidder is required to demonstrate a methodology of how they envisage to accomplish the task for each deliverable(s) during the phases of the project.</p> <ol style="list-style-type: none"> Final methodology to calculate OOP and donor funding data documented and agreed on with the NDoH. Knowledge and data sourcing of survey data and donor funding data. <p>Bidder to include a project plan describing how the work will be done. This will include description of the proposed:</p> <ul style="list-style-type: none"> Ethical considerations, Active roles of team members within the project, and Time frames (monthly periods) 	<table border="1"> <tr> <td data-bbox="862 443 964 562">3=</td> <td data-bbox="964 443 1321 562">Proposal addresses all and exceeds the requirements</td> </tr> <tr> <td data-bbox="862 562 964 730">2=</td> <td data-bbox="964 562 1321 730">Proposal addresses most of the requirements with minimal areas of weakness</td> </tr> <tr> <td data-bbox="862 730 964 898">1=</td> <td data-bbox="964 730 1321 898">Proposal partially addresses the requirements with some areas of weakness</td> </tr> <tr> <td data-bbox="862 898 964 1018">0=</td> <td data-bbox="964 898 1321 1018">No information/ no relevant information.</td> </tr> </table>	3=	Proposal addresses all and exceeds the requirements	2=	Proposal addresses most of the requirements with minimal areas of weakness	1=	Proposal partially addresses the requirements with some areas of weakness	0=	No information/ no relevant information.	25
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2=	Proposal addresses most of the requirements with minimal areas of weakness										
1=	Proposal partially addresses the requirements with some areas of weakness										
0=	No information/ no relevant information.										
2	<p>Required educational qualifications of the project team:</p> <p>Service provider to provide qualification of project team as stipulated below:</p> <ol style="list-style-type: none"> At least a NQF 7 or higher in Data Management and Mapping, Health Statistics, Actuarial Science, Biostatistics, Economics, Mathematics /Mathematical statistics or related qualification <p>* Qualifications to be certified no older than 6 months from the bid closing date.</p>	<table border="1"> <tr> <td data-bbox="862 1339 964 1497">3=</td> <td data-bbox="964 1339 1321 1497">Four (4) and above resources with stipulated NQF 7 qualification and above</td> </tr> <tr> <td data-bbox="862 1497 964 1654">2=</td> <td data-bbox="964 1497 1321 1654">Two (2) – Three (3) resources with stipulated NQF 7 qualification and above</td> </tr> <tr> <td data-bbox="862 1654 964 1774">1=</td> <td data-bbox="964 1654 1321 1774">Only one (1) resource with stipulated NQF 7 qualification and above</td> </tr> </table>	3=	Four (4) and above resources with stipulated NQF 7 qualification and above	2=	Two (2) – Three (3) resources with stipulated NQF 7 qualification and above	1=	Only one (1) resource with stipulated NQF 7 qualification and above	15		
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1=	Only one (1) resource with stipulated NQF 7 qualification and above										

No.	Criteria	Weight	score
	<p>* Bidders to provide/ attach a certificate of evaluation for foreign qualifications by the South African Qualifications Authority (SAQA) (SCoE).</p> <p>*Failure to provide a SAQA certification for foreign qualifications will deem the qualification non responsive and will result in a score of 0 for NQF 7 or above foreign qualification.</p>	<p>0= No qualification as stipulated / Resources have less than the required level NQF 7</p>	
3	<p>Lead person/ Project Manager experience:</p> <p>Service provider to demonstrate experience / or potential of assigned Lead Personnel / Project Manager,</p> <ol style="list-style-type: none"> 1. Signed CVs to demonstrate the following: <ol style="list-style-type: none"> 1.1 Experience in project management and leading a team, 1.2 Experience in mapping and coding, 1.3 Experience in the application of relevant data sources in survey data and donor funding scenario to research proposal, 1.4 Extensive knowledge and experience of health statistical research in South Africa, 1.5 Comprehensive knowledge and experience of StatsSA survey data and donor funding data in South African healthcare. <p>*Bidder to state who the lead personnel is for this bid.</p> <p>CVs to be signed by the individual /owner of the CV. Unsigned CVs will be scored a zero due to non-compliance to the criteria.</p>	<p>3= 7 years and above combined relevant experience in 3 to 5 of the stipulated key areas of experience</p> <p>2= 5 - 6 years' combined relevant experience in 3 to 5 of the stipulated key areas of experience</p> <p>1= 3 - 4 years' combined relevant experience in 3 to 5 of the stipulated key areas of experience</p> <p>0= No relevant or related experience / less than 3 years relevant experience / Assigned Personnel has less than the 3 stipulated key areas of experience</p>	20

No.	Criteria	Weight	score								
4	<p>Support personnel team experience:</p> <p>Service provider to demonstrate experience of assigned support personnel.</p> <p>Signed CVs to demonstrate the following:</p> <ol style="list-style-type: none"> 1. Extensive knowledge and experience of survey and donor funding expenditure databases, 2. Comprehensive knowledge and experience of survey and donor funding expenditure data. 3. Proven experience in working with survey and donor funding expenditure database to form complex statistical databases, knowledge of South African Health Sector, 4. Experience in data capturing, 5. Experience in mapping and coding 6. Experience in the application of relevant data sources in public hospital scenario to research proposal. <p>*List of all relevant projects and role played must be included in the CV. Unsigned CVs will be scored a zero due to non-compliance to the criteria.</p>	<table border="1"> <tr> <td data-bbox="862 310 927 352">3=</td> <td data-bbox="927 310 1317 468">5 years and above relevant experience in 3 to 6 of the stipulated key areas of experience</td> </tr> <tr> <td data-bbox="862 468 927 510">2=</td> <td data-bbox="927 468 1317 625">3 - 4 years' relevant experience 3 to 6 of the stipulated key areas of experience</td> </tr> <tr> <td data-bbox="862 625 927 667">1=</td> <td data-bbox="927 625 1317 783">1 - 2 years' relevant experience in 3 to 6 of the stipulated key areas of experience</td> </tr> <tr> <td data-bbox="862 783 927 825">0=</td> <td data-bbox="927 783 1317 972">No relevant or related experience / support personnel has less than 3 of the key areas of experience</td> </tr> </table>	3=	5 years and above relevant experience in 3 to 6 of the stipulated key areas of experience	2=	3 - 4 years' relevant experience 3 to 6 of the stipulated key areas of experience	1=	1 - 2 years' relevant experience in 3 to 6 of the stipulated key areas of experience	0=	No relevant or related experience / support personnel has less than 3 of the key areas of experience	15
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No.	Criteria	Weight	score								
5	<p>Track record in Large and Multiple data sets entries, comprehensive analysis, managing data, and Integrating into systems accounts, data mapping, coding and analysis, with specific reference to South African OOP and donor funding data.</p> <p>Reference letters to be on company letter head with contact details i.e. Email address, telephone, physical address and Signed. Unsigned reference letters, no contact details will be scored a zero due to non-compliance to the criteria.</p>	<table border="1"> <tr> <td data-bbox="857 310 930 405">3=</td> <td data-bbox="930 310 1320 405">3 relevant reference letters attached.</td> </tr> <tr> <td data-bbox="857 405 930 499">2=</td> <td data-bbox="930 405 1320 499">2 relevant reference letters attached.</td> </tr> <tr> <td data-bbox="857 499 930 594">1=</td> <td data-bbox="930 499 1320 594">1 relevant reference letter attached</td> </tr> <tr> <td data-bbox="857 594 930 730">0=</td> <td data-bbox="930 594 1320 730">No reference letter attached/no relevant reference letter.</td> </tr> </table>	3=	3 relevant reference letters attached.	2=	2 relevant reference letters attached.	1=	1 relevant reference letter attached	0=	No reference letter attached/no relevant reference letter.	10
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1=	1 relevant reference letter attached										
0=	No reference letter attached/no relevant reference letter.										
6	<p>Capacity building/Skills transfer</p> <ol style="list-style-type: none"> 1. List in their proposal how they will do Training and "in-house" capacity building 2. Bidder to explain how capacity building will be done to ensure that the project can continue in the next round. 3. Training manuals and a practical proposal to be provided on how capacity building and skills transfer will be achieved 	<table border="1"> <tr> <td data-bbox="857 867 930 1108">3</td> <td data-bbox="930 867 1320 1108">Proposal and manual fully demonstrates how capacity building will be achieved with some areas exceeding the requirements</td> </tr> <tr> <td data-bbox="857 1108 930 1350">2</td> <td data-bbox="930 1108 1320 1350">Proposal and Manual partially demonstrates how capacity building will be achieved minimal areas of weakness</td> </tr> <tr> <td data-bbox="857 1350 930 1654">1</td> <td data-bbox="930 1350 1320 1654">Proposal and Manual poorly / demonstrates how capacity building will be achieved only one aspect of the proposal has potential.</td> </tr> <tr> <td data-bbox="857 1654 930 1764">0</td> <td data-bbox="930 1654 1320 1764">No information /No Manual provided.</td> </tr> </table>	3	Proposal and manual fully demonstrates how capacity building will be achieved with some areas exceeding the requirements	2	Proposal and Manual partially demonstrates how capacity building will be achieved minimal areas of weakness	1	Proposal and Manual poorly / demonstrates how capacity building will be achieved only one aspect of the proposal has potential.	0	No information /No Manual provided.	15
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9 PHASE 3 BID PRICE AND PREFERENCE POINT EVALUATION.

9.1 SEE SBD 3.3 FOR THE PRICING SCHEDULE TO BE SUBMITTED IN A SEPARATE ENVELOP.

9.2 PRICE POINTS SCORING SYSTEM

PHASE 3: The 80/20 preference point system for acquiring goods or services with a Rand value equal to or below R50 million will be used in this quote. Only service providers who qualify for Phase 1 will be evaluated in Phase 2.

9.2.1 The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a quotes with a Rand value equal to or below R1 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for the price of tender under consideration; P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender

9.2.2 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the quote.

9.2.3 The points scored for the specific goal must be added to the points scored for the price, and the total must be rounded off to the nearest two decimal places.

9.2.4 Subject to section 2(1)(f) of the Act, the contract must be awarded to the Service

Provider scoring the highest points.

Table 1: Specific goals for the quote and points claimed are indicated per the table below.

Note to Service Providers: The service provider must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this quote	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the service provider)	Number of points claimed (80/20 system) (To be completed by the service provider)
HDI	10		
Women	8		
People with Disabilities	2		

The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where -

NEP= Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

10. DURATION OF THE PROJECT

10.1 The contract will be for a period of 5 months, NDoH will conduct performance assessments monthly based on performance in line with the service level agreement (SLA) to be entered into with the successful Service Provider.

10.2 The scope of work that is envisaged has been detailed in the preceding paragraphs based on the project implementation plan to be finalized after the inception meeting at the contracting stage.

11. BRIEFING SESSION REQUIREMENTS

A **compulsory briefing session** will be held on 13 September 2024 at 10:00am.

Any clarity-seeking questions should be sent by email to purchasing@health.gov.za

The closing date for receipt of all enquiries is seven (7) days before the closing date of the bid. All enquiries received after will not be considered.

12. SERVICE PROVIDER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. During the due diligence process, the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

The Department of Health reserves the right to reject any service that is not compliant with the specifications and any other legislative framework.

The Department reserves the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the services.