



health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-24(2024/2025)

**REQUEST FOR INTERESTED NON-PROFIT ORGANISATIONS (NPO's)
AND NON-PROFIT COMPANIES (NPC's) TO APPLY AND SERVE AS A
SUB-RECIPIENT (SR) FOR THE NATIONAL DEPARTMENT OF
HEALTH GLOBAL FUND TB/HIV PROGRAM GRANT CYCLE 7 (GC7)
APRIL 2025- MARCH 2028.**

BID VALIDITY PERIOD: 120 DAYS

DATE ISSUED: 21 NOVEMBER 2024

CLOSING DATE AND TIME OF THE BID:

17 JANUARY 2025 AT 11H00

VIRTUAL COMPULSORY BRIEFING SESSION

Date: 05 December 2024 at 10:00 am

https://zoom.us/webinar/register/WN_UCxT4NXAT8etFrVw_7aXLQ

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)					
BID NUMBER:	NDoH-24(2024/2025)	CLOSING DATE:	17 JANUARY 2025	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR INTERESTED NPO's AND NPC' s TO APPLY AND SERVE AS A SUB-RECIPIENT (SR) FOR THE NDOH GLOBAL FUND TB/HIV PROGRAM- GRANT CYCLE 7 APRIL 2025- MARCH 2028.				
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			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@health.gov.za	E-MAIL ADDRESS		tenders@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

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
- 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-24(2024/2025)**

17 JANUARY 2025 @ 11:00AM

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

Js475wc



health

Department:
Health
REPUBLIC OF SOUTH AFRICA



Private Bag X828, PRETORIA, 0001, Dr AB Xuma Building, 1112 Voortrekker Road,
Thaba Tshwane, Pretoria

**NDOH 24/ 2024 - 2025 South Africa National
Department of Health Global Fund TB/HIV Program
Grant Cycle 7 (GC7)**

**Request for interested Non-Profit Organisations
(NPOs) and Non-Profit Companies (NPCs) to apply
and serve as a Sub-Recipient (SR) for the National
Department of Health Global Fund TB/HIV Program -
Grant Cycle 7 (GC7) April 2025 – March 2028**

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List of Acronyms

ADSM	:	Active Drug Safety Monitoring
AIDS	:	Acquired Immune Deficiency Syndrome
BAC	:	Bid Adjudication Committee
BEC	:	Bid Evaluation Committee
CHC	:	Community Health Centres
CCM	:	Country Co-Ordinating Mechanism
DHMT	:	District Health Management Team
DCXR	:	Digital Chest X-Ray
DMoC	:	Decentralised Model of Care
DR-TB	:	Drug Resistant-TB
DS-TB	:	Drug Sensitive-TB
GF	:	Global Fund
GFATM	:	Global Fund to Fight AIDS, TB and Malaria
HCW	:	Health Care Worker
HIV	:	Human Immunodeficiency Virus
IPC	:	Infection Prevention and Control
LFA	:	Local Fund Agent
LF-LAM	:	Lateral Flow Lipoarabinomannan
MDR-TB	:	Multidrug Resistant TB
M&E	:	Monitoring and Evaluation
NDoH	:	National Department of Health
NIMDR-TB	:	Nurse Initiated MDR-TB treatment
PHC	:	Primary Health Care
PLHIV	:	People Living with HIV
PR	:	Principal Recipient
PViMS	:	Pharmacovigilance Monitoring System
PPPFA	:	Preferential Procurement Policy Framework Act
PPR	:	Preferential Procurement Regulations
QI	:	Quality Improvement
RFF	:	Request for Funding
RDP	:	Reconstruction and Development Projects (PPR 2022)
SLA	:	Service Level Agreement
SRs	:	Sub-Recipients
TB	:	Tuberculosis
TPT	:	Tuberculosis Preventive Therapy
WHO	:	World Health Organisation
Xpert	:	Xpert® MTB/ RIF Ultra

Glossary of Terms

Diversity	Diversity elements should include (but are not limited to) professional background, career stage, gender, geographic location, and race.
Joint Venture	A business arrangement in which two or more companies combine resources on a project or service. This is formalised through a Joint Venture Agreement signed by all parties. A Joint Venture is a registered legal entity and is not part of the individual participant's enterprise.
Consortium	An association of two or more companies, or organisations with the objective of participating in a common activity (project or service). Entities that participate in a consortium pool resources but are otherwise only responsible for the obligations that are set out in the consortium's agreement.
Service Provider	Refers to the Party (includes individual or entity, whether public, quasi-public or private, and in certain cases may also be referred to as “Consultant”) that is contracted to perform the services and/or deliver the related goods using its own means, methods or manner of accomplishing the desired result pursuant to the contract.
Principal Recipient	An entity nominated or appointed by the Country Coordinating Mechanism (CCM) to implement the program and has signed a Grant Agreement with the Global Fund.
Sub Recipient	An entity that receives grant funds directly or indirectly from the PR, implements program activities under the oversight of the PR as per signed Service Level Agreement (SLA).
Project Manager	The lead person in the implementation of the grant activities.

1. Introduction

The National Department of Health (NDoH) is one of the recommended Principal Recipients (PRs) that will implement the Global Fund (GF) Grant Cycle 7 (GC7) supported programmes from the 1st April 2025 to 31st March 2028. PRs serve as grants management units while Sub Recipients (SRs) are the direct implementers of funded programmes at implementation levels. Therefore, NDoH invites interested Non-Profit Organisations (NPOs) and Non-Profit Companies (NPCs) to apply and be considered to serve as SRs for the GF GC7. The successful applicants will be implementing the GF TB/HIV Grant activities in 12 prioritised districts which are Amathole, Buffalo City, City of Cape Town, Johannesburg Health District, Dr Kenneth Kaunda, Ehlanzeni, Ekurhuleni Health District, eThekweni, Frances Baard, King Cetshwayo, OR Tambo, and Ugu. The NDoH seeks the services of competent SRs that will implement robust strategies for TB prevention, TB screening and testing, linkage to treatment for TB disease and TB infection as well as retention in treatment and care until completion to achieve the End TB goal. In addition, the SRs will strengthen the delivery of TB services at facility and community levels by improving the quality of care and data management.

Interested applicants should meet all NDoH and GF grant requirements and have the capacity to implement an agreed comprehensive package of services to be determined by the NDoH. Applicants should be able to implement the package of TB services applying the value for money (VfM) framework which ensures efficient, effective, economical, equitable and sustainable use of available resources. The NDoH will use specific criteria to appoint applicants that demonstrate the ability and capacity to function as SRs according to NDoH and GF requirements.

It should be noted that applicants are required to submit implementation plans (not costed) as part of this call for proposals.

Applicants who are selected by NDoH for an SR role will undergo a capacity assessment by the NDoH before the final decision to appoint them is made. The selected applicant will also be invited to undertake detailed programming, costing, and budgeting under the guidance of NDoH in line with Global Fund requirements.

2. Roles and Responsibilities

2.1 Principal Recipient

NDoH's primary role is to appoint implementers, manage and coordinate implementation of the grant, disburse funds, provide support to implementers and report to the GF, in-country authorities such as the Country Coordination Mechanism (CCM) and National Treasury. The PR ensures prudent management of grant funds in accordance with the GF Grant Regulations, and that the SRs fulfil all fiduciary responsibilities as agreed upon with NDoH.

The PR shall appoint the required number of SRs to implement a full comprehensive package of services, based on the set objectives and criteria that demonstrate the capacity and experience to implement large programmes. The PR has the responsibility to select the most capable SRs in

NDOH 24/ 2024-2025: Request for interested Non-Profit Organisations (NPOs) and Non-Profit Companies (NPCs) to apply and serve as a Sub-Recipient (SR) for the National Department of Health Global Fund TB/HIV Program -Grant Cycle 7 (GC7) April 2025 – March 2028

an open and transparent process and the selection must be in line with relevant NDoH, Global Fund policies, and other relevant Guidelines.

2.2 Sub Recipients

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

- Sign Service Level Agreements (SLAs) with the PR, and sign Memorandum of Understanding (MoUs) with provinces.
- Appoint and contract service providers, where necessary, under the guidance of and approval by the PR.
- Develop annual work plans and budgets that will be approved by the PR.
- Collaborate with relevant district management teams, other stakeholders, and structures such as government departments, provincial, district and local AIDS Councils so that implementation is coordinated and contributes to broader district health plans.
- Propose changes to the PR on the work plans and budgets when necessary.
- Participate in performance review meetings to improve programme performance and impact.
- Report on progress, bottlenecks and challenges to the district management teams, province and PR.
- Provide reports on programme implementation and financial expenditure to the PR.
- Provide additional grant-related information to the PR when requested.
- Implement any other grant-related interventions as requested by the PR.

3. Organisational Requirements

The minimum requirements to serve as an SR include:

3.1 Governance and Programme Management

- Organisational management and implementation structure.
- Governance structure, management practices and processes.
- Technical expertise in the implementation of public health programmes, including TB and HIV.
- Grant management experience.
- Infrastructure (office space).
- Information, communication and technology management system capacity.
- Internal controls and risk management systems.
- Experience in management and oversight of service providers.

3.2 Financial Management

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- Financial organizational structure and functions.
- Financial Management Systems, Policies and Procedures.
- Budget management processes.
- Accounting and record-keeping.
- Payments and invoicing.
- Cash flow management.
- Asset management.
- Audit mechanisms.

3.3 Monitoring, Evaluation, Reporting and Learning

- Organisational Monitoring, Evaluation, Reporting and Learning (MERL) structure and functions.
- Experience in coordination and management of MERL systems.
- Organisational MERL plan and framework.
- MERL information management systems.

3.4 Human Resource Management

- Organisational human resource structure (organogram) and functions.
- Human resource policies and procedures.
- Payroll management system.
- Performance and development management systems.

3.5 Supply Chain Management

- Supply Chain Management structure and functions.
- Supply Chain Management policies and procedures.

3.6 Organisational Communication Structure

- Communication structure and policies.
- 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.

4. Geographic Location

The SRs will be expected to provide a full comprehensive TB and HIV package of services in 12 priority districts namely – **Amathole, Buffalo City, City of Cape Town, Johannesburg Health District, Dr Kenneth Kaunda, Ehlanzeni, Ekurhuleni Health District, eThekweni, Frances Baard, King Cetshwayo, OR Tambo, and Ugu**. The SR support can be extended to other non-priority districts as directed by the PR.

5. Grant Implementation Approach

The National Department of Health has adopted the 95-95-95 strategy to fight against TB and to contribute to the Sustainable Development Goal (SDG) and the World Health Organisation's goal to end the TB epidemic by 2035. The implementation approach will focus on implementing targeted strategies for finding and treating TB in adults and children through risk profiling, strengthening systems for linkage and retention in care, strengthening prevention strategies, improving the quality of TB services and data at facility and community levels. In addition, the following overarching interventions are critical to the attainment of these targets:

- 1) Capacity building for staff at facility, sub-district and district levels.
- 2) Use of quality improvement methodology to close the gaps along the TB care cascade.
- 3) Providing technical support and mentoring to health facility staff.
- 4) Strengthening community outreach services including the decentralised model of care (DMoC) and social support.
- 5) Use of mHealth systems to support patient tracing, follow up and adherence support.
- 6) Use of digital technologies for Chest X-ray and symptom screening as well as TB testing
- 7) Social mobilisation, awareness, and stigma mitigation.
- 8) Use of Geo mapping to target hot spot for interventions.

The SRs will work closely with and be accountable to the District Health Management Teams (DHMT), Province and the PR. The SR implementation plans must support the district health plans, Provincial Annual Performance Plan to ensure the attainment of the set targets. The implementation models may differ based on the district health systems and community dynamics, this should therefore be guided by the DHMT. The district remains central to the implementation and will provide guidance and support to ensure sustainability. The SR is expected to work with the district management teams and facilities to ensure monthly and quarterly reporting to the PR.

6. Scope of work for the Comprehensive Package of Services in Twelve Priority Districts

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

Table 1: The TB/HIV Modules and main interventions

Modules	Main Interventions
TB diagnosis, treatment and care	<ul style="list-style-type: none"> ▪ TB screening and diagnosis ▪ TB treatment, care and support
Drug-resistant (DR)-TB diagnosis, treatment and care	<ul style="list-style-type: none"> ▪ DR-TB diagnosis/drug susceptibility testing (DST) ▪ DR-TB treatment, care and support
TB/DR-TB Prevention	<ul style="list-style-type: none"> ▪ Infection prevention and control (IPC)
TB/HIV	<ul style="list-style-type: none"> ▪ TB/HIV - Screening, testing and diagnosis ▪ TB/HIV - Treatment and care
Collaboration with other providers and sectors	<ul style="list-style-type: none"> ▪ Collaboration with other programs/sectors ▪ Community-based TB/DR-TB care ▪ Private provider engagement in TB/DR-TB care
Key and Vulnerable Populations (KVP) – TB/DR-TB	<ul style="list-style-type: none"> ▪ KVP-miners and mining communities ▪ Children and adolescents ▪ Informal settlements ▪ Man and elderly ▪ People in prisons
Removing Human Rights and gender related barriers to TB services.	<ul style="list-style-type: none"> ▪ Ensuring people centred and rights based TB services at health facilities

7. Key Positions for Implementation of the Comprehensive Package of Services in the Twelve Priority Districts

The applicants are expected to propose an implementation model using the key positions listed in table 2 below. The implementation model should be in line with the modules and interventions listed in Table 1 above.

Table 2: Key positions in the 12 districts

District	Sub District	Hospital	CHCs/ Clinics/ Decentralized sites	Community-level	DCXR-Containers/ Vans
<ul style="list-style-type: none"> ▪ Assistant Programme Managers ▪ Medical Officers ▪ M & E Officers ▪ Pharmacists ▪ Social Workers ▪ Community Liaison Officer 	<ul style="list-style-type: none"> ▪ Social Auxiliary Workers ▪ TB Nurse mentor 	<ul style="list-style-type: none"> ▪ TB focal Nurses (professional nurses) ▪ Data Capturers 	<ul style="list-style-type: none"> ▪ Data Capture/s ▪ Enrolled Nurses ▪ Enrolled Nurse Assistants 	<ul style="list-style-type: none"> ▪ TB Support Officers (TSOs) 	<ul style="list-style-type: none"> ▪ Radiographers ▪ Enrolled Nurse Assistants ▪ Drivers/Data Capturers ▪ Laboratory technician and technologist (mobile testing)

8. Mandatory Requirements

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

8.1 SCM Administrative Requirements

- Compliance with all (SARS) TAX clearance requirements, attached TAX compliance status PIN, central supplier database number, where sub-contractor are involved each party to the association must submit separate TAX clearance requirement.
- Resolution authorisation of a particular person to sign the bid document. The letter should be on the letterhead of the company where applicable and signed by the Chairperson of the Board.
- Completion and signing of all relevant standard bidding forms.

8.2 Mandatory Technical Requirements

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

- Proof of legal entity (NPO or NPC).
- Profile of the organisation showing its history and some of its work relevant to the advertised project.
- List of board members and management, their current job titles, roles and certified copies of IDs.
- Organogram of the organisation and CVs for all management, technical (TB and HIV) and administrative positions (Human resources, Finance, Procurement and Supply Chain Management (PSM), MERL and Project Management).
- Latest Annual Financial Statement with the audit report signed by the Board chairperson (not older than two years).

9. Methodology Approach

9.1 Implementation Plan (maximum 12 pages)

- Provide a brief rationale for each module (as listed in table 1 above) and a description of activities that will be implemented and how these will be implemented by your organisation under each module.

- State the areas of operation where the organisation plans to implement the programs (i.e., provinces and districts).
- Targeted beneficiaries.
- State how operations will be managed and coordinated in the different areas.
- Describe how your operations will be monitored and measured.
- Describe how performance data from operations will flow and be collated for reporting.

9.2 Cost effectiveness and value for money (maximum 1 page)

- Provide a brief description of how your organisation will ensure cost-effectiveness and value for money for programme modules to be delivered.
- Describe how communities will benefit through your interventions.

9.3 Collaborative relationships (maximum 1 page)

- Indicate the stakeholders you will collaborate with, reasons for engagement and describe how you will engage them.

10. Evaluation Process and Criteria

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

- The first stage of the evaluation process assesses compliance with SCM administrative requirements.
- The second stage of the evaluation process assesses technical competency focusing on the ability to fulfil the mandatory technical requirements.
- The third stage of the evaluation process assesses the functionality and minimum requirements to serve as an SR (Annexure A and B).
- The fourth stage of the evaluation process assesses the presentation of the proposal (*only shortlisted applicants will be invited for presentation*).

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 the final list of SRs.

11. Special Conditions

11.1 All applications must attend the compulsory briefing sessions or else their applications will be automatically disqualified.

11.2 The PR reserves the right to conduct due diligence on information provided prior to and post-appointment of the SR.

11.3 The PR reserves the right to determine the number of districts that can be allocated to an SR without prior consultation with the applicants.

11.4 The PR reserves the right not to award the contract.

12. Application Instructions

Applicants are required to:

- Submit two hard copies and an electronic copy (memory stick) of the proposal.
- Ensure completeness of the bid documentation (including the attachment of all necessary supporting documentation) and not exceed the recommended length of pages.
- Attach a signed board resolution authorising submission of application.
- 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 17th of January 2025 by 11H00.**

13. Application Timeframe

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

Table 3. Application timelines

Stage	Date/period
1. Publication date	21 November 2024
2. Virtual Briefing session (compulsory)	05 December 2024
3. Deadline for submitting applications	17 January 2025 (on or before 11:00)

14. Contact Details

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

Contact email: tenders@health.gov.za

Please note that questions and requests for information must be submitted on or before the 10th of January 2025 between 08 :00 and 16 :00.

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Annexure A: Evaluation criteria

Criteria	Weight	Sub-Criteria	Measure	Sub-Weight
Technical Competency <i>(Minimum score of 42 points on technical points required to progress to presentation stage)</i>	70	Capacity to functions as an SR and meet GF grant requirements under NDoH (20)	Governance and Program Management	4
			Financial Management	4
			Monitoring, Reporting and Evaluation	3
			Human Resource Management	3
			Supply Chain Management	4
			Organisational communication Structure	2
		Methodology Approach (30)	Implementation Plan (maximum 12 pages)	25
			Cost effectiveness and Value for money (maximum 1 page)	2
			Collaborative relationships (maximum 1 page)	3
		Experience of entity in implementing similar or related project (10)	<p>Applicants are required to demonstrate experience and competency in implementing similar or related projects.</p> <p>Applicants to submit full details of at least three reliable contactable signed references for, projects of a similar/ related scope which were successfully implemented and completed in previous years.</p> <p>3 or more concluded projects = 5 2 concluded and 1 ongoing project = 4 2 concluded projects = 3 1 concluded and 1 ongoing project = 2 1 concluded project = 1 0 projects = 0</p>	10
		Qualifications and experience in similar/ related field for proposed key personnel for this project (10)	<p>Project Manager (Demonstrate the ability and experience in executing required services, attach CV and certified copies of certificates which must include clearly reflected experience and number of years). NQF level 7 or higher qualification with the below number of years experience in a similar/ related field.</p> <p>10 and more years = 5 7-9 years = 4 4-6 years = 3 2-3 years = 2 1 year = 1 0 years = 0</p>	3
			<p>Finance Manager (Demonstrate the ability and experience in executing required services, attach CV and certified copies of certificates which must include clearly reflected experience and number of years).</p>	2

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Criteria	Weight	Sub-Criteria	Measure	Sub-Weight
			<p>NQF level 7 or higher qualification with the below number of years' experience in similar/ related field.</p> <p>10 and more years = 5 7-9 years = 4 4-6 years = 3 2-3 years =2 1 year = 1 0 years = 0</p>	
			<p>M&E Manager (Demonstrate the ability and experience in executing required services, attach CV and certified copies of certificates which must include clearly reflected experience and number of years). NQF level 7 or higher qualification with the below number of years' experience in similar/ related field.</p> <p>10 and more years = 5 7-9 years = 4 4-6 years = 3 2-3 years =2 1 year = 1 0 years = 0</p>	2
			<p>Procurement and Supply Chain Manager (Demonstrate the ability and experience in executing required services, attach CV and certified copies of certificates which must include clearly reflected experience and number of years). NQF level 7 or higher qualification with the below number of years' experience in similar/ related field.</p> <p>10 and more years = 5 7-9 years = 4 4-6 years = 3 2-3 years =2 1 year = 1 0 years = 0</p>	1
			<p>TB/ HIV Specialist (Demonstrate the ability and experience in executing required services, attach CV and certified copies of certificates which must include clearly reflected experience and number of years).</p>	2

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Criteria	Weight	Sub-Criteria	Measure	Sub-Weight
			NQF level 9 or higher qualification with the below number of years' experience in similar/ related field. 10 and more years = 5 7-9 years = 4 4-6 years = 3 2-3 years =2 1 year = 1 0 years = 0	
Technical Competency Subtotal				70
Presentation	30	Business case for investing in the organisation as an SR is clear, compelling and evidence based.		15
		Alignment between submitted application and oral presentation regarding facts and details.		10
		Ability to respond fully to questions raised by the BEC and provide additional information if requested.		5
Presentation Subtotal				30
Minimum Functionality				60
Grand Total				100

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

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Annexure B: The scoring criteria for evaluation of functionality

Score	Classification	Definition
0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the solution is totally not assessable and/or 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.
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	Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the

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Score	Classification	Definition
	some areas exceeding requirements)	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.