

SASSA-13-20-GA-NC

INVITATION TO BID

South African Social Security Agency hereby invites Medical Practitioners for Expression of interest for health professionals (medical doctors) and firms of health professionals (medical management firms) to be listed on SASSA Northern Cape database and contracted to perform disability assessments on behalf of SASSA for a period of (3) three years

A COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

N/A

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

LOCATION : SASSA Northern Cape
Du Toitspan Building
95-97 Du Toitspan Road

Time and Date: 2020-10-02 11:00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:		SUPPLY CHAIN ENQUIRIES CAN BE DIRECTED TO:	
Contact Peron:	Mr Dennis Steenkamp	Contact Person:	Mrs Kgololesego Nothile
Tel No:	079 877 3904	Tel No:	053 802 4993
Email address:	DennisS@sassa.gov.za	Email address:	KgololesegoT@sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

BID NUMBER:	SASSA-13-20-GA-NC	CLOSING DATE:	2020-10-02	CLOSING TIME:	11:00
DESCRIPTION	The South African Social Security Agency hereby invites Medical Practitioners for Expression of interest for health professionals (medical doctors) and firms of health professionals (medical management firms) to be listed on SASSA Northern Cape database and contracted to perform disability assessments on behalf of SASSA for a period of three (3) years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT : Du Toitspan Building 95-97 Du Toitspan Road

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			
TCS PIN:		OR	CSD No:
<input type="checkbox"/> Yes		<input type="checkbox"/> Yes	
<input type="checkbox"/> No		<input type="checkbox"/> No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/> A REGISTERED AUDITOR	
		NAME:	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ENCLOSE PROOF)		<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ANSWER PART B 3 BELOW)	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SASSA	SASSA	
CONTACT PERSON	Dennis Steenkamp	CONTACT PERSON	Mrs Kgololesego Nothile
TELEPHONE NUMBER	079 877 3904	TELEPHONE NUMBER	
E-MAIL ADDRESS	DennisS@sassa.gov.za	E-MAIL ADDRESS	KgololesegoT@sassa.gov.za

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number **SASSA-13-20-GA-NC**

Closing Time: CLOSING TIME: 11:00 DATE: 2020-10-02

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

*Delete if not applicable

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

"State" means –

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

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(e) Parliament.

*Shareholder means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with YES / NO

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

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

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

State means -

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

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(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with YES / NO

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name Reference Number	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE FOR *EXPRESSION OF INTEREST* FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA FOR A PERIOD OF THREE(3) YEARS

1. OBJECTIVE

- 1.1 To solicit an Expression of Interest from suitably qualified **Health Professionals (Medical Doctors)** and **Firms or Agencies of Health Professionals** in order to establishment a database from which approved Health Professionals and firms of Health Professionals can be contracted to conduct disability assessments on behalf of the South African Social Security Agency (SASSA) so as to;
 - 1.1.1 Improve access to disability related grants
 - 1.1.2 improve the quality of conducting medical assessments
 - 1.1.3 Improve relations with contracted disability assessors.

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act of 2004 (Act no. 9 of 2004) as a Schedule 3A Entity according to the Public Finance Management Act (PFMA) Act 1 of 1999 as amended, to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004).
- 2.2 The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.
- 2.3 SASSA Northern Cape operates in 5 districts; viz. Frances Baard, Pixley Ka-Seme, Namakwa, ZF Mgcawu and John Taolo Gaetsewe districts and local offices within these districts. Each district office and local offices are responsible for the efficient and effective administration and management of social assistance.
- 2.4 A disability grant is a type of Social Assistance for **any person who is, owing to a physical or mental disability unfit to obtain by virtue of, any service, employment or profession the means needed to enable him or her to provide for his or her maintenance.**
- 2.5 This grant can be awarded on a permanent or temporary basis;
 - 2.5.1 On a **temporary basis** the grant is for a period between 6 and 12 months after which the grant is lapsed.
 - 2.5.2 **Permanently** awarded disability grants are those in which the disability is expected to last for longer than 12 consecutive months and may be reviewed after (5) years.

- 2.6** This advertisement invites Health Professionals (Medical doctors) and Firms of Health Professionals (to act as Agents on behalf of Medical Doctors) to express their interest to be listed on a database of SASSA Northern Cape to perform disability assessments on clients wishing to apply for related disability grants.

3. SCOPE OF THE PROJECT

- 3.1** The approved **Health Professionals (Medical doctors)** listed on the SASSA Northern Cape database will be required to:

- 3.1.1** Conduct medical assessments at least weekly on clients booked by SASSA who present themselves at the designated assessment site.

- 3.2** The approved **Firms of Health Professionals and Firms** listed on the SASSA Northern Cape database will be required to:

- 3.2.1** The Firm to an Agency Ensure Health Professionals (Medical Doctors) the Firms representing doctors to conduct medical assessments at least weekly on clients booked by SASSA who present themselves at the designated assessment site.

4. KEY ASPECTS OF SUBMITTING EXPRESSION OF INTEREST

- 4.1** It is compulsory for all expression of interest submitted to cover the following:

- 4.1.1** The Health Professional (medical doctor) must have the following qualities:

- 4.1.1.1** Current registration with the Health Professions Council of South Africa (HPCSA) as a medical practitioner with a minimum of 3 years clinical experience for each assessor/doctor.
- 4.1.1.2** The ability to conduct assessments at SASSA designated sites.
- 4.1.1.3** An understanding of disability issues.
- 4.1.1.4** Must not have been convicted in the courts of law for Social Grants related fraud.
- 4.1.1.5** Must not have been excluded or suspended from conducting medical evaluations for SASSA/ Department of Health/ Department of Transport (RAF)/ Correctional Services.
- 4.1.1.6** Must not have been excluded from any other Government service.
- 4.1.1.7** Must not have been found guilty of misconduct or facing disciplinary charges by the Medical and Dental Council.
- 4.1.1.8** Ability and experience in the analysis of clinical information for the purpose of determining plausibility.

4.1.2 The Firm of Health Professionals, who will act as an agent on behalf of the medical doctors, must have the following qualities:

- 4.1.2.1 Must have ability/capacity to act as an agent for health professionals to obtain professional work for health professionals and to obtain contracts for such professionals.
- 4.1.2.2 An understanding of the provisions of the Social Assistance Act and amended regulations.
- 4.1.2.3 Must not have been convicted in the courts of law for Social Grants related fraud.
- 4.1.2.4 Must not have health professionals who have been excluded or suspended from conducting medical evaluations for SASSA/ Department of Health/ Department of Transport (RAF) and Correctional Services.
- 4.1.2.5 Must not have been excluded from any other Government service.
- 4.1.2.6 Must contract with Health Professionals who have the ability and experience in the analysis of clinical information for the purpose of determining plausibility.

4.1.3 Compulsory statutory requirements:

- 4.1.3.1 Certified copies of qualifications
- 4.1.3.2 Proof of registration with Health Professionals Council of South Africa (HPCSA)
- 4.1.3.3 Proof of membership in good standing with HPCSA (Annual Membership Renewal)
- 4.1.3.4 Valid and original tax clearance certificate
- 4.1.3.5 Certified copies of identity document, and for all shareholders in the case of entities
- 4.1.3.6 Proof of residence
- 4.1.3.7 Certified copy of work permit (In the case of non-residence)
- 4.1.3.8 Proof of registration on the National Treasury Central Supplier Database (CSD) report
- 4.1.3.9 Completion of SBD Forms

5. RESPONSIBILITIES

5.1 The Health Professionals (Medical doctors) shall:

- 5.1.1 Conduct business in a courteous and professional manner.
- 5.1.2 Attend compulsory training conducted by SASSA.
- 5.1.3 Interrogate completed medical referral forms
- 5.1.4 Immediately return completed assessment forms to a designated SASSA official servicing the assessment site.

5.1.5 Refer clients for additional required services, e.g. at health for treatment optimization, for Social Relief of Distress applications, etc.

5.1.6 Bill the Agency for completed medical assessments

5.1.7 Maintain confidentiality over information. From time to time, medical doctors will be expected to do home visits to assess applicants who are bed-ridden and unable to visit SASSA's offices.

5.1.8 Every practitioner will maintain a full register of all applicants and/or beneficiaries examined and assessed - the following information will be required:

- Full names and surnames of beneficiary/client
- ID number
- Date, time and place of examination

5.2 The Firms of Health Professionals shall:

5.2.1 Conduct business in a courteous and professional manner.

5.2.2 Source medical doctors within the pool of contracted medical doctors and have an alternate team of Health Professionals to replace those who absent themselves from duty.

5.2.3 Ensure proper contracts are drawn up.

5.2.4 Ensure that the medical doctors are properly qualified and can render the services as expected in a professional manner and that they maintain confidentiality over information.

5.2.5 Ensure that the medical doctors understand their duties, including the assessment process, the remuneration process and where they will operate.

5.2.6 Check each medical doctor's time sheet, draw up a consolidated invoice for all doctors concerned and render the signed invoice timeously to SASSA.

5.2.7 Responsible for the payment for each medical doctor for the hours they work in the previous month based on the invoice submitted.

5.2.8 Ensure that the medical doctors attend all training sessions necessary for them to follow correct procedures.

5.2.9 From time to time, medical doctors will be expected to do home visits to assess applicants who are bed-ridden and unable to visit SASSA offices.

5.2.10 Every practitioner will maintain a full register of all applicants and/or beneficiaries examined and assessed - the following information will be required:

- Full names and surnames of beneficiary/client
- ID number
- Date, time and place of examination

5.2.11 Submit a copy of the register which will be used to compare against the time sheet of the medical doctor.

The onus is on the service provider to familiarize themselves with the distance between the districts where the assessments will be performed.

5.3 SASSA shall:

5.3.1 Manage the contracts in a professional manner.

5.3.2 Support and monitor the performance of the disability assessors through the following measures:

5.3.2.1 Profiling of the doctors assessments with respect to number of assessments conducted, diagnoses made, payments received, etc.

5.3.2.2 Administratively quality assure all completed medical assessment forms by contracted doctors and elect to do technical quality assurance on such forms.

5.3.2.3 Provide training and retraining whenever this is required.

5.3.2.4 Manage and ensure medical doctors adhere to the agreed time frames as set by SASSA.

5.3.2.5 Ensure an alternative doctor is deployed to the site in case where the medical doctors that is scheduled cannot honour their scheduled appointment.

5.3.2.6 Will compensate beneficiary/client for transport costs incurred where beneficiary/applicant must be rescheduled due to non-attendance by the medical doctors. Such expenses must be paid on the day of the rescheduled appointment.

5.3.2.7 Implement measures that will monitor quality of work done by medical doctors. These may include, random samplings of completed medical assessment forms to evaluate if the forms are properly completed, assessing the statistics of the various medical doctors and any other quality assurance measure deemed fit to preserve high quality outcome assessments.

5.3.2.8 Not be involved in the management of unfair labour practices between service provider and staff that happen during the execution of the project.

5.3.2.9 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

6. MANDATORY REQUIREMENTS / ADMINISTRATIVE COMPLIANCE

NB: Failure to submit and adhere to the following requirements with the expression of interest will disqualify the bidder's proposal.

MANDATORY REQUIREMENTS / ADMINISTRATIVE COMPLIANCE	
<ul style="list-style-type: none"> • Certified copies of qualifications • Proof of registration with Health Professionals Council of South Africa (HPCSA) • Proof of membership in good standing with HPCSA (Annual Membership Renewal) • Valid and original tax clearance certificate • Proof of company registration (CIPC) • Certified copies of identity document, and for all shareholders in the case of entities • Proof of residence • Certified copy of work permit (In the case of non-residence) • Proof of registration on the National Treasury Central Supplier Database (CSD) report • Submission and full completion of SBD Forms • Submit a signed RWOPS (Remuneration work out of public service) if employed by any state institution. 	

7. EVALUATION OF THE EXPRESSION OF INTEREST

- 7.1 The use of functionality scores to determine the degree or extent to which a bidder or person is a medical doctor would not be an appropriate or realistic measure and is not a practical criteria for this purpose, due to the specialised nature and unique services provided by doctors.
- 7.2 The reason is that for bidders to meet requirements for registration on the data base, they have to comply one hundred percent with each of the set criterion.
- 7.3 For an example, one of the requirements is that the bidder must be a qualified medical doctor or, in the case of an entity, person(s) who will carry out medical assessment must be a qualified medical doctor.
- 7.4 Bid documents will be therefore be reviewed for compliance with Bid Conditions and the Mandatory Requirements listed in point 6 above.

8. SPECIAL CONDITIONS OF THE EXPRESSION OF INTEREST

- 8.1 The short listed bidders shall be subjected to the security clearance process. Only bidder(s) who are cleared during security clearance process shall be considered for appointment.
- 8.2 The Agency will enter into a single contract with a single entity for the delivery of the work set out in these Terms of Reference.
- 8.3 The Agency reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Agency decide not to proceed with the project.
- 8.4 The Agency also reserves the right to appoint any other person to undertake any part of the tasks.
- 8.5 Should the contract between the Agency and the service provider be terminated by either party due to reasons not attributed to the service provider, the service provider will be remunerated for work completed.
- 8.6 Copyright of all documents and electronics aids, software programmes prepared or developed in terms of this appointment shall vest in the Agency.
- 8.7 Interested parties may ask for clarification of these Terms of Reference up to close of business 48 hours before the deadline for the submission of the Expression of Interests. **Any request for clarification must be submitted by e-mail or telephonically to Mrs K. Nothile and Mr D. Steenkamp as indicated below.**
- 8.8 The Agency reserves the right to return late Expressions of Interest submissions unopened.
- 8.9 SASSA will enter into Service Level Agreement(s) with the successful bidder(s).
- 8.10 The Agency will not be held liable for any expenses incurred by bidders during this bid process.
- 8.11 Bids containing misrepresentation of facts will upon discovery be immediately disqualified. SASSA reserves the right to cancel the contract of the bidder/s if this misrepresentation is discovered.
- 8.12 Bidders are advised to familiarize themselves with the rights and obligations of all parties involved when doing business with government through the General Conditions of Contract issued by National Treasury.

9. FEES AND PAYMENT TERMS

- 9.1 SASSA undertakes to pay in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim.
- 9.2 No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 9.3 The Service Provider will be paid **R164.80, with an annual increase of the CPI, per completed assessment within 30 days** of SASSA receiving a correct and valid invoice.

10. CONDITIONS OF CONTRACTING

- 10.1 All completed medical assessment forms, information and assessment books remain the property of SASSA.
- 10.2 Health Professionals must provide own transport to the assessment venue.
- 10.3 The service provider must provide their own medical equipment, e.g. ENT set, stethoscope, etc. In the case of the firm of health professionals, firms must ensure that health professionals have their own medical equipment.
- 10.4 It is advisable that each service provider should have an assistant to assist with flow management of the clients on assessment days.
- 10.5 All information, documents and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Agency.
- 10.6 The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Agency.
- 10.7 The service provider will be expected to formally hand over completed task/work to the relevant official of the Agency.
- 10.8 The Agency will become the owner of all information, documents, programmes, advice and reports collected and compiled by the Service provider in the execution of this agreement.
- 10.9 The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Agency and may not be reproduced or distributed or made available in any other way without the written consent of the Agency.
- 10.10 The Agency will furnish the contracted service providers with the necessary infrastructure and relevant available information that might be necessary for execution of the contract.

11. CONTRACT ADMINISTRATION

- 11.1 The contracted parties will report to their respective local office managers who may delegate this responsibility to a relevant and capable official.
- 11.2 Meetings between SASSA and service providers will be held as and when required, by mutual consent at the local office, to address any issues of interest.
- 11.3 Successful bidders must advise the Disability Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 11.4 Full particulars of such circumstances as well as the period of delay must be furnished in writing and documented by SASSA.

12. DETAILED SPECIFICATION

Description: Conduct medical assessments at least weekly on clients booked by SASSA who present themselves at the designated assessment site.

Quantity: The quantities broken down per district are listed below:

District	Total no. of Local Offices Where assessments are to be performed (List of Offices to be attached)
Frances Baard District	12
John Taolo Gaetsewe District	8
Namakwa District	10
Pixley Ka-Seme District	15
ZF Mgcawu District	8
Total Per Category	53

13. RESPONSE FIELDS:

13.1. In order to evaluate and adjudicate expressions of interest effectively, it is imperative that bidders submit responsive expressions of interest. To ensure that an expressions of interest will be regarded as responsive, it is imperative to comply with all conditions pertaining to this bid and to complete all the mandatory response fields for the individual items specified.

13.2. Non-compliance with this condition will invalidate the expressions of interest for the item(s) concerned.

14. PROJECT CO-ORDINATION ARRANGEMENTS

14.1. The Disability Management Unit, based at SASSA Northern Cape Regional Office shall be responsible for the coordination of this project.

15. PROJECT PERIOD

The project will commence after the successful approval of responsive expression of interests received, and will be for a period of Three (3) years.

16. COMMUNICATION

Any request for clarification must be submitted in writing to the following officials:

Contact Persons	Telephone	Email address	Location
Mrs K. Nothile	053 8024900	KgololesegoT@sassa.gov.za	Regional Office
Mr D. Steenkamp	053 8024900	Denniss@sassa.gov.za	Regional Office

Submission of expressions of interest must be made at the following addresses:

SASSA- Frances Baard District

Du Toitspan Building
Du Toitspan Road
Kimberley
8300
Tel: 053 802 7500
Fax: 053 802 7567

SASSA- ZF Mgcawu-District

Old Orange Hotel
Scotstreet
Upington
8800
Tel: 054 337 0400
Fax: 054 337 0453

SASSA- Pixley- Ka Seme District

C/O Voortrekker Road & Mc Iver
De Aar
7000
Tel: 053 632 6000
Fax: 053 631 4825

SASSA- Namaqua-District

Springbok
5 Hospital Road
Springbok
8240
Tel: 027 718 1757
Fax: 027 712 3138

SASSA - Northern Cape Regional Office

95-97 Du Toitspan Building
Du Toitspan Road
Kimberley
8301
Tel: 053 802 4900
Fax: 053 832 5225

LIST OF LOCAL OFFICES

DISTRICT	LOCAL OFFICE	ADRESSES
Frances Baard	Tlhokomelo	SASSA South African Social Security Agency TLHOKOMELO LOCAL OFFICE Matanzima Street, Mankurwane Kimberley
Frances Baard	Barkly West	SASSA South African Social Security Agency BARKLEY WEST LOCAL OFFICE 20 Campbell Street Barkly West 8375
Frances Baard	Kimberley Central	SASSA South African Social Security Agency KIMBERLEY CENTRAL LOCAL OFFICE 95 Du Toitspan Road Kimberley 8301
Frances Baard	Roodepan	SASSA South African Social Security Agency ROODEPAN LOCAL OFFICE Thusong Centre, Starling Street Roodepan
Frances Baard	Ritchie	SASSA South African Social Security Agency RITCHIE LOCAL OFFICE 375a Opperman Street, Rietvale Ritchie
Frances Baard	Warrenton	SASSA South African Social Security Agency WARRENTON LOCAL OFFICE 6 Mark Street Warrenton
Frances Baard	Jan Kempdorp	SASSA South African Social Security Agency JANKEMPDORP LOCAL OFFICE 9 Piet Retief Street Jan Kempdorp
Frances Baard	Hartswater	SASSA South African Social Security Agency HARTSWATER LOCAL OFFICE 21 DF Malan Street Hartswater
Frances Baard	Pampierstad	SASSA South African Social Security Agency PAMPIERSTAD LOCAL OFFICE Pampierstad New Shopping Complex Shop No.7 Pampierstad
Frances Baard	Florianville	SASSA South African Social Security Agency FLORIANVILLE LOCAL OFFICE 3 Mopani Road, Florianville Kimberley
Frances Baard	Corless Road	SASSA South African Social Security Agency CORLESS ROAD LOCAL OFFICE 6 Corless Road, West End Kimberley

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

Frances Baard	Delportshoop	SASSA South African Social Security Agency DELPORTSHOOP LOCAL OFFICE Municipality Offices Delportshoop
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DISTRICT	LOCAL OFFICE	ADRESSES
Namakwa	Port Nolloth Local Office	SASSA South African Social Security Agency PORT NOLLOTH LOCAL OFFICE One Stop Child Justice Centre, Beach Road Port Nolloth 8280
Namakwa	Fraserburg Local Office	SASSA South African Social Security Agency FRASERBURG LOCAL OFFICE Commercial Street Fraserburg 6960

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

Namakwa	Pofadder Local Office	SASSA South African Social Security Agency POFADDER LOCAL OFFICE 397 Welkom Street Pofadder 8890
Namakwa	Williston Local Office	SASSA South African Social Security Agency WILLISTON LOCAL OFFICE Lutz street Williston 8920
Namakwa	Brandvlei Local Office	SASSA South African Social Security Agency BRANDVLEI LOCAL OFFICE 454 Main Street Brandvlei 8915
Namakwa	Nieuwoudsville Local Office	SASSA South African Social Security Agency NIEUWOUDTSVILLE LOCAL OFFICE Lelie Street Nieuwoudsville 8180
Namakwa	Calvinia Local Office	SASSA South African Social Security Agency CALVINIA LOCAL OFFICE 2 Le Roux Street Calvinia 8190
Namakwa	Garies Local Office	SASSA South African Social Security Agency GARIES LOCAL OFFICE 34 Main Street Garies 8220
Namakwa	Steinkopf Local Office	SASSA South African Social Security Agency STEINKOPF LOCAL OFFICE 2 Church Street Steinkopf 8244
Namakwa	Springbok Central Office	SASSA South African Social Security Agency SPRINGBOK CENTRAL OFFICE 8 Hospital Street Springbok 8240

DISTRICT	LOCAL OFFICE	ADRESSES
John Taolo Gaetsewe	Ga-segonyane	<p>SASSA South African Social Security Agency GA-SEGONYANA LOCAL OFFICE</p> <p>7 Federale Mynbou street Kuruman</p>
John Taolo Gaetsewe	Olifantshoek	<p>SASSA South African Social Security Agency OLIFANTSHOEK LOCAL OFFICE</p> <p>9 Koranaberg Street Olifantshoek</p>
John Taolo Gaetsewe	Deben	<p>SASSA South African Social Security Agency DEBEN LOCAL OFFICE</p> <p>1 Gemsbok Street, Old Clinic Building Deben</p>
John Taolo Gaetsewe	Churchill	<p>SASSA South African Social Security Agency JOE MOROLONG LOCAL OFFICE</p> <p>13-17 Mahindra Building, Main Road Kuruman (District Office)</p>
John Taolo Gaetsewe	Bendel	<p>SASSA South African Social Security Agency BENDEL LOCAL OFFICE</p> <p>House No 10698 Bendel Village</p>

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

John Taolo Gaetsewe	Dithakong	SASSA South African Social Security Agency DITHAKONG LOCAL OFFICE Stand number 10955 Dithakong Village
John Taolo Gaetsewe	Laxey	South African Social Security Agency LAXEY LOCAL OFFICE Stand Number 208 Laxey Village
John Taolo Gaetsewe	Tsineng	South African Social Security Agency TSINENG LOCAL OFFICE 13-17 Mahindra Building, Main Road Kuruman (District Office)

DISTRICT	LOCAL OFFICE	ADRESSES
Pixley Ka Seme	De Aar Central	South African Social Security Agency (SASSA) De Aar Central Local Office Corner Mclvor & Voortrekker Street De Aar
Pixley Ka Seme	Carnarvon	South African Social Security Agency (SASSA) Carnarvon Local Office 737 Lang Street / Long Street, Riverside Carnarvon
Pixley Ka Seme	Prieska	South African Social Security Agency (SASSA) Prieska Local Office Omega Community Hall 1091 Skool Street, Bonteheuwil Prieska
Pixley Ka Seme	Hopetown	South African Social Security Agency (SASSA) Hopetown Local Office 14 Cross Road Hopetown

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

Pixley Ka Seme	Douglas	South African Social Security Agency (SASSA) Douglas Local Office 9 Arnot Street Douglas
Pixley Ka Seme	Victoria West	South African Social Security Agency (SASSA) Victoria West Local Office 2 Malan Street Victoria West
Pixley Ka Seme	Britstown	South African Social Security Agency (SASSA) Britstown Local Office Proteaville Community Hall Dahlia Street, Britstown
Pixley Ka Seme	Richmond	South African Social Security Agency (SASSA) Richmond Local Office 1121 Staander Street Richmond
Pixley Ka Seme	Griekwastad	South African Social Security Agency (SASSA) Griekwastad Local Office 2 Burchell Street Griekwastad
Pixley ka Seme	Noupoort	South African Social Security Agency (SASSA) NOUPOORT LOCAL OFFICE 10 Shaw Street Noupoort
Pixley ka Seme	Petrusville	South African Social Security Agency (SASSA) Petrusville Local Office 1 Visagie Street (Town Hall) Petrusville
Pixley Ka Seme	Philipstown	South African Social Security Agency (SASSA) Philipstown Local Office Green Street Philipstown
Pixley ka Seme	Colesburg	South African Social Security Agency (SASSA) Colesburg Local Office 90 Church Street & Chamberlain Street Colesburg
Pixley Ka Seme	Hanover	South African Social Security Agency (SASSA) Hanover Local Office 260 Rhyneveld Street Hanover

DISTRICT	LOCAL OFFICE	ADDRESSES
ZF Mgcawu	Upington Central	South African Social Security Agency Upington Central Office 27 Scott street Upington 054-337 0400
ZF Mgcawu	Postmasburg	South African Social Security Agency Postmasburg Local Office 24 Randje Street Postmasburg
ZF Mgcawu	Keimoes	South African Social Security Agency Keimoes Local Office Main Street Keimoes
ZF Mgcawu	Kakamas	South African Social Security Agency Kakamas Local Office 58 Voortrekkerstraat Kakamas
ZF Mgcawu	Groblershoop	South African Social Security Agency Groblershoop Local Office Cnr. Church and Bult Streets Groblershoop
ZF Mgcawu	Rietfontein	South African Social Security Agency Rietfontein Local Office 53 Daan Swanepoel Avenue Rietfontein

TERMS OF REFERENCE FOR EXPRESSION OF INTEREST FOR HEALTH PROFESSIONALS (MEDICAL DOCTORS) AND FIRMS OF HEALTH PROFESSIONALS (MEDICAL MANAGEMENT FIRMS) TO BE LISTED ON SASSA NORTHERN CAPE DATABASE AND CONTRACTED TO PERFORM DISABILITY ASSESSMENTS ON BEHALF OF SASSA

ZF Mgcawu	Danielskuil	South African Social Security Agency Danielskuil Local Office 1 Hoof Street Danielskuil
ZF Mgcawu	Kenhardt	South African Social Security Agency Kenhardt Local Office Old FNB Building Cnr. Park and Brussels Streets Kenhardt
ZF Mgcawu	District Office	South African Social Security Agency ZF Mgcawu District Office 27 Scott street Upington

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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)