SASSA:16-26-GA-KZN

INVITATION TO BID

SASSA:16-26-GA-KZN: INVITATION TO BID FOR THE APPOINTMENT OF HEALTH PRACTITIONERS REGISTERED WITH HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA (HPCSA) TO CONDUCT POST APPLICATION TECHNICAL QUALITY ASSURANCE (TQA) OF DISABILITY ASSESSMENTS IN SASSA KWAZULU-NATAL FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA KwaZulu Natal Regional Office
Reception Area (Ground Floor)
No. 1 Bank Street
Pietermaritzburg
3201

PUBLICATION DATE	:	19 November 2026
CLOSING DATE	:	10 December 2026
TIME	:	11:00am
TECHNICAL ENQUIRIES	:	Ms B.W Mofokeng
CONTACT NUMBER	:	033 846 3329
EMAIL ADDRESS	:	BawinileM@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON	:	Mr LG Shandu
CONTACT NUMBER	:	033 846 9532
EMAIL ADDRESS	:	LuckyGS@sassa.gov.za

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701

South African Social Security Agency
KwaZulu-Natal Region

SASSA House • 1 Bank Street
• Private Bag X9146 • Pietermaritzburg 3300
Tel: +27 33 846 3300 • Fax: +27 846 9595/8
www.sassa.gov.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SASSA:16-26-GA-KZN**	CLOSING DATE:	**10 DECEMBER 2026**	CLOSING TIME:	**11:00am**
	SASSA:16-26-GA-KZN: INVITATION TO BID FOR THE APPOINTMENT OF HEALTH PRACTITIONERS REGISTERED WITH HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA (HPCSA) TO CONDUCT POST APPLICATION TECHNICAL QUALITY ASSURANCE (TQA) OF DISABILITY ASSESSMENTS IN SASSA KWAZULU-NATAL FOR THE PERIOD OF THIRTY-SIX (36) MONTHS				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr Lucky G Shandu**	CONTACT PERSON	**Ms B.W Mofokeng**
TELEPHONE NUMBER	**033 846 9532**	TELEPHONE NUMBER	**033 846 3329**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**LuckyGS@sassa.gov.za**	E-MAIL ADDRESS	**BawinileM@sassa.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.:**SASSA:16-26-GA-KZN**

CLOSING TIME 11:00 CLOSING DATE **10 December 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

R_____

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

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

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------N/A----------	R-------N/A----------	--------N/A----------
----------N/A----------	R-------N/A----------	--------N/A----------
----------N/A----------	R-------N/A----------	--------N/A----------
----------N/A----------	R-------N/A----------	--------N/A----------
----------N/A----------	R-------N/A----------	--------N/A----------

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

----N/A----------	R----------N/A----------	-------N/A---------- days
----N/A----------	R----------N/A----------	-------N/A---------- days
----N/A----------	R----------N/A----------	-------N/A---------- days
----N/A----------	R----------N/A----------	-------N/A---------- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
Rate/km and total km ---------N/A----------	Government Rate	... N/A.....	R.....N/A.....
Toll Fees ----------N/A----------	KZN Toll fees.....	.....N/A.....	R.....N/A.....

Bid No.: .....

Name of Bidder: .....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------N/A----------	.....N/A.....	.....N/A...	R.....N/A.....
----------	.....N/A.....	.....N/A.....	R.....N/A.....
----------	.....N/A.....	.....N/A.....	R.....N/A.....
----------	.....N/A.....	.....N/A.....	R.....N/A.....

TOTAL: R.....N/A.....

6. Period required for commencement with project after acceptance of bid .....36 Months.....

7. Estimated man-days for completion of project .....N/A.....

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

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

.....

.....

.....

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

---

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

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

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

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership		20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership		18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership		16		
B-BBEE Status Level 1 - 2 contributor		14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership		12		
B-BBEE Status Level 3 - 4 contributor		8		
B-BBEE Status Level 5 - 8 contributor		4		
Others (Non-Compliant)		0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable documents to claim points		Please tick below for the attached document
1	B-BBEE Certificate	
2	Sworn Affidavit (EME or QSE)	
3	CSD registration number	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE FOR THE CONTRACTING OF HEALTH PRACTITIONERS TO ASSIST WITH THE POST-APPLICATION TECHNICAL QUALITY ASSURANCE OF DISABILITY ASSESSMENTS IN SASSA KWAZULU-NATAL REGION FOR THE PERIOD OF 36 MONTHS

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
CSD	:	Central Supplier Database
EME	:	Emerging Micro Enterprise
KZN	:	KwaZulu-Natal
SANAS	:	South African National Accreditation System
SAQA	:	South African Qualification Authority
SASSA	:	South African Social Security Agency
SBD	:	Standard Bidding Documents
GCC	:	General Conditions of Contract
SMME	:	Small Micro Medium Enterprise
HPCSA	:	Health Professionals Council of South Africa
RAF	:	Road Accident Fund
DG	:	Disability Grant
CDG	:	Care Dependency Grant
GIA	:	Grant-In-Aid
CPI	:	Consumer Price Index
VAT	:	Value Added Tax

1. BACKGROUND

1.1. The South African Social Security Agency ("SASSA") is a statutory body, established in terms of the South African Social Security Agency Act of 2004 as a Schedule 3A public entity in terms of the Public Finance Management Act of 1999 and mandated to ensure effective and efficient delivery of high-quality services with regard to management and administration of social grants. Further, the Agency is mandated to ensure the entire processes and systems from application to receipt of social grants is performed in a manner that is sensitive, caring and restores the dignity of beneficiaries as well as the integrity of the social assistance system.

1.2. The SASSA KwaZulu Natal Region operates through 4 district offices, responsible for 11 district municipalities. The 4 SASSA KwaZulu Natal district offices are Pietermaritzburg district (uMgungundlovu, UGU and Harry Gwala), Durban district (eThekwini metro and iLembe), Midlands district (uThukela, Amajuba and uMzinyathi), and Ulundi district (King Cetshwayo, uMkhanyakude and Zululand). Each district office is in charge of the administration and management of social assistance within its locality.

1.3. Amongst services offered by the Agency are disability-related grants which require applicants to be subjected to assessments conducted by Health practitioners.

1.4. These disability related grants include:

1.4.1. The Disability Grant, which in terms of section 9(b) of the Social Assistance Act of 2004, as amended, is awarded to **"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"**. This grant can be awarded on a temporary basis for a period of between 6 and 12 months after which the grant is lapsed or a permanent basis to those in which the disability is expected to last for longer than 12 consecutive months.

1.4.2. The Care Dependency Grant (CDG), which in terms of the section 7(a)of the Social Assistance Act of 2004, as amended, is awarded to "...a parent, primary care giver or foster parent of a child who requires and receives permanent care or support services due to his or her physical or mental disability". This grant can be awarded on a temporary basis for a period of between 6 and 12 months after which the grant is lapsed or a permanent basis to those in which the disability is expected to last for longer than 12 consecutive months.

1.4.3. The DG and CDG may be reviewed at any time where there are reasons to believe that the medical circumstances of the beneficiary might have changed or the beneficiary previously awarded in error or fraudulent means.

1.4.4. The Grant in Aid, which in terms of section 9(b) of the Social Assistance Act of 2004, as amended, is awarded to a person who **"...is in such a physical or mental condition that he or she requires regular attendance by another person"**. The

applicant must be in receipt of either the old age grant or disability grant.

1.4.5. SASSA invites health practitioners, operating as sole proprietors or legal entities, to submit proposals to conduct post-application technical quality assurance of medical assessments for the Disability Grant, Care Dependency Grant and Grant-in-Aid. SASSA intends to appoint up to four service providers.

2. THE OBJECTIVES OF THE REQUEST FOR PROPOSAL

2.1. To identify clients who may have been incorrectly recommended for a grant. These clients will undergo a grants review process, which includes a new disability assessment conducted by a different health practitioners than the one who performed the initial assessment.

2.2. Results of the post-application TQA to be utilized by regional teams to inform retraining initiatives, profile assessors and facilitate individual one-on-one sessions between assessors and the Regional Disability Management representatives.

2.3. To identify disability assessors who do not adhere to set performance standards with respect to disability assessments.

2.4. Where possible, determine potential fraud indicators for disability related grants and report them to SASSA.

3. SCOPE AND EXTENT OF WORK

3.1. Service providers will assist SASSA by conducting post-application technical quality assurance on samples of completed disability assessments. SASSA will provide the assessment samples and TQA forms in digital for completion.

3.2. The Service Providers may also be required to conduct Quality Assurance on samples of completed assessment reports to determine the level of adherence to set standards.

3.3. Services may be required at any SASSA local office in KwaZulu-Natal. Service providers will receive at least five (5) days' notice of the locations where their services are required.

3.4. SASSA may provide each health practitioner with up to 400 completed disability-assessment forms per week for post-application technical quality assurance. No minimum volume is guaranteed, and the weekly allocation will not exceed 400 forms per practitioner.

4. PERFORMANCE MEASURES

4.1. Service providers will be expected to conduct the following:

4.1.1 Prior to providing services, contracted health practitioners must attend compulsory information session on disability management conducted by SASSA.

4.1.2 Interrogate completed medical referral forms and available clinical records where

available.

4.1.3 Conduct post-application quality assurance of disability assessment forms completed by other health practitioner by completing the Technical Quality Assurance form provided by the Agency.

4.1.4 Profiling of the health practitioners who conducted the assessments with respect to number of assessments conducted, diagnoses made, approval/recommendation rates and error rates.

4.1.5 Immediately return completed quality assurance and assessment forms to a designated SASSA official.

4.1.6 Compile a register of work done to be used for claiming purposes.

4.1.7 Invoice the Agency for completed work within 10 days after technical quality assurance.

4.1.8 Maintain confidentiality over information.

5. REPORTING

5.1. The contracted health practitioners will report to the Regional Manager: Disability Management, who may escalate certain issues when they see appropriate or are required to.

5.2. Meetings between SASSA and health practitioners will be held as and when required, by mutual consent at the SASSA Regional Office, to address any issues of interest

5.3. The service providers will report on templates provided by the Agency bi-weekly.

6. CONDITIONS OF CONTRACTING

6.1. SASSA will conclude a separate contract with each appointed health practitioner, whether operating as a sole proprietor or through a legal entity, for the services specified in these Terms of Reference.

6.2. All completed post-application quality assurance and assessment forms, information and assessment books remain the property of SASSA.

6.3. The Agency will be responsible for the travel and accommodation costs of the contracted health practitioners where a requirement arises for such.

6.4. SASSA will provide administrative support and tools related to the required services. This however excludes capturing of completed assessment forms on the production list, which remains the role of the health practitioner.

6.5. All information, documents and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the express written consent of the Agency.

6.6. The Agency will become the owner of all information, documents, programmes, advice and reports collected and compiled by the Contracted health practitioner in the execution of this agreement.

6.7. 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.

6.8. 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 or violate any aspect of the POPI Act in terms of identities of clients.

6.9. The service provider will be expected to formally hand over completed task/work to the relevant official of the Agency.

6.10. 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. The Agency also reserves the right to appoint any other person to undertake any part of the tasks. Should the contract between the Agency and the Contracted health practitioners be terminated by either party due to reasons not attributed to the Contracted health practitioner, the Contracted health practitioner will be remunerated for work completed.

6.11. **To safeguard the integrity of the post-application technical quality-assurance process, health practitioners may not conduct TQA on assessments they completed themselves or that were completed by practitioners employed by or associated with the same legal entity.**

6.12. **Due to the time-sensitive and demanding nature of the assignment, health practitioners employed full-time by the Department of Health or Municipal Health Services are not eligible to participate.**

7. DEPLOYMENT, FEES AND PAYMENT TERMS

7.1. SASSA will pay valid claims in full within thirty (30) days of receipt, provided the work has been completed to its satisfaction.

7.2. SASSA will withhold payment until the service provider submits all outstanding information or work.

7.3. The Regional Disability Management Forum will schedule and deploy service providers based on operational needs and areas requiring further clarification.

8. BID EVALUATION CRITERIA

Bids will be evaluated in the following sequence: Stage 1, Phase 1— mandatory eligibility requirements assessed on a pass/fail basis; Phase 2—functionality assessed against the published weighted criteria and minimum qualifying threshold; and Phase 3— administrative and Stage 2, Phase 1-price and specific goals evaluated in terms of the applicable 80/20 preference point system. Only bids that satisfy the requirements of each phase will proceed to the next phase.

STAGE ONE

Phase 1: Special condition
Phase 2: Functionality
Phase 3: Administrative compliance

STAGE TWO

Phase 1: Price and preference points system (80/20)

8.1. STAGE ONE FOR BID EVALUATION

8.1.1 Phase 1: Special condition

The requirements below are mandatory eligibility requirements and will be evaluated on a pass/fail basis. A bid will be disqualified only where the bidder fails to meet a requirement expressly identified as mandatory and the omission or non-compliance is material to the bidder's legal eligibility, professional registration, independence or ability to perform the required services.

8.1.1.1 Bidders must submit a valid certified Copy (certified within 6 months) of the current registration with the Health Professions Council of South Africa (HPCSA) with the registration number.

8.1.1.2 The bidder must nominate the health practitioner who will perform the services and submit a detailed curriculum vitae confirming at least ten (10) years' experience in technical quality assurance in the disability sector. The curriculum vitae must contain sufficient information to verify the practitioner's qualifications, professional registration, employment history, relevant assignments and client contact details. These minimum requirements will be assessed on a pass/fail basis; experience exceeding the minimum will be evaluated only under the published functionality criteria.

8.1.1.3 Bidders must submit reference letters confirming the relevant experience of the nominated health practitioner. References may be provided by a current or former employer where the experience was gained through employment, or by a client where the bidder or practitioner was appointed as a service provider. Each reference letter must be on the referee's official letterhead, signed by an authorized representative, and must state the organisation's name, the capacity in which the experience was gained, the key services performed, the start and end dates, and the referee's name and contact details.

8.1.2 Phase 2: Functionality Criteria

Bidders must score a minimum of 70 points on functionality criteria evaluation. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

<table>
<tr><th>Criteria for Functionality</th><th>Points</th></tr>
<tr><td>Bidders must submit a detailed CV demonstrating that the nominated health practitioner has at least ten (10) years' experience in technical quality assurance in the disability sector. The CV must clearly indicate the practitioner's employment history and/or comparable assignments, including the organisation or client, the services performed, the period of experience, and verifiable contact details of the relevant employer or client.
<table>
<tr><th>Years of experience</th><th>Values</th></tr>
</table>
</td><td>30</td></tr>
</table>

10 years and above	1 Point
11 years and above	2 points
12 years and above	3 points
13 years and above	4 points
14 years and above	5 points

Bidders must submit a detailed CV demonstrating that the nominated health practitioner has at least thirteen years (13) years' clinical experience on assessing functional impairment for open labour employability. The CV must clearly indicate the practitioner's employment history and/or comparable assignments, including the organisation or client, the position held or services performed, the start and end dates, and verifiable contact details of the relevant employer or client. SASSA may conduct reference checks to verify the information provided.

20

Years of experience	**Values**
13 years and above	1 Point
14 years and above	2 points
15 years and above	3 points
16 years and above	4 points
17 years and above	5 points

Bidders must submit reference letters confirming the relevant experience of the nominated health practitioner. References may be provided by a current or former employer where the experience was gained through employment, or by a client where the bidder or practitioner was appointed as a service provider. Each reference letter must be on the referee's official letterhead, signed by an authorized representative, and must state the organisation's name, the capacity in which the experience was gained, the key services performed, the start and end dates, and the referee's name and contact details

30

Number of reference letters	**Values**
1 reference letter	1 Point
2 reference letters	2 points
3 reference letters	3 points
4 reference letters	4 points

5 reference letters	5 points	
Project Execution Plan Bidders must submit a Project plan articulating required competencies listed below according to your experience. • Clinical medical expertise • Data analysis • Time Management • People management and customer focus • Problem solving and analysis		**20**

8.1.3 Phase three: Administrative Compliance

Bidders who fail to comply with the requirements below may be disqualified.

Administrative Compliance requirements
Tax compliant status (Tax Pin Letter/CSD MAAA)
Valid work permit for non-South African
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Letter of good standing from HPCSA
Certified copies of original Identity Document of each director as per (CIPC) / sole proprietor (certified within 6 months). **NB:** (A copy of a certified copy will not be accepted).
Certified copies of all qualifications (certified within 6 months). **NB:** (A copy of a certified copy will not be accepted).
Fully completed and signed Standard Bidding Document Forms (SBDs). • SBD 1 • SBD 3.1 • SBD 4 • SBD 6.1

8.2. STAGE TWO FOR BID EVALUATION

8.2.1 Phase 1 - Price and Preference Points System (80/20)

Bidders will be evaluated on the Price and Preference Points System based on **Annexure A (Price template)** and BBBEE Status Level of Contribution. Incomplete **Annexure A (Price template)** will not be evaluated and will be disqualified.

Price and Preference Points	100
Price	80
BBBEE Status Level of Contribution (specific goal)	20

Points awarded for B-BBEE Status Level of Contribution (specific goal)

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1-2 contributor with at least 51% black youth or disable ownership	16	
B-BBEE Status Level 1-2 contributor	14	
B-BBEE Status Level 3-8 contributor with at least 51% youth or disable ownership	12	
B-BBEE Status Level 3-4 contributor	8	
B-BBEE Status Level 5-8 contributor	4	
Others (Non-Compliant)	0	

Returnable documents to claim points		Please tick below for the attached document
1	**B-BBEE Certificate**	
2	**Sworn Affidavit (EME or QSE)**	
3	**CSD registration number**	

NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or CIPC BBBEE Certificate.

Failure to submit **a certificate from accredited verification agency or sworn affidavit or CIPC BBBEE Certificate substantiating the BBBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.**

9. PRICING

9.1. Prices must be VAT inclusive only for the service providers that are registered as VAT Vendors with SARS. If you are not a registered VAT vendor, the prices should exclude the VAT amount.

9.2. All overhead costs (transport & labour) should be included in the bid price.

9.3. Prices should be fixed for year 1. CPI adjustments will be effected in the 2nd year and 3rd year of the contract.

10. PERIOD OF CONTRACT

The duration of the contract shall be three (3) years.

11. ENQUIRIES

11.1. Interested parties may ask for clarification of these Terms of Reference up to close of business hours before the deadline for the submission of the bid proposal. Any request for clarification must be submitted by e-mail or telephonically not later than 10 days before the closing date of the bid. Issues of clarity should be directed to the following officials:

TECHNICAL ENQUIRIES

Name of Region	Contact Number	Contact Person	Email Address
SASSA KwaZulu Natal	033 846 3329	***Ms BW Mofokeng***	BawinileM@sassa.gov.za
SASSA KwaZulu Natal	036 638 6303	***Ms N.C Ntshangase***	NtombifuthiCN@sassa.gov.za

SUPPLY CHAIN MANAGEMENT

Name of Region	Contact Number	Contact Person	Email Address
SASSA KwaZulu Natal	033 846 9532	***Mr. LG Shandu.***	LuckyGS@sassa.gov.za
SASSA KwaZulu Natal	033 846 3438	***Ms. N Goge.***	NokubongaGo@sassa.gov.za

ANNEXURE A (PRICE TEMPLATE)

SASSA may provide each health practitioner with up to 400 completed disability-assessment forms per week for post-application technical quality assurance. No minimum volume is guaranteed, and the weekly allocation will not exceed 400 forms per practitioner. Incomplete **Annexure A (Price template)** will not be assessed and will be disqualified.

Description	**Unit of Measurement**	**QTY**	**Unit Price (Excl. VAT)**	**15%VAT**	**Unit Price (Incl. VAT)**
Post-application Technical Quality Assurance (TQA) of one completed disability-assessment form.	Per form	1			

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. Definitions
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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