

SASSA: 06-24-GA-EC

INVITATION TO BID

INVITATION TO POTENTIAL SERVICE PROVIDERS TO BE ACCREDITED ON THE SASSA DATABASE FOR THE CONTRACTING OF MEDICAL OFFICERS AND HEALTH PRACTITIONERS (INDIVIDUALS, FIRMS / COMPANIES) THROUGH AN EXPRESSION OF INTEREST TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA EASTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS

**NON- COMPULSORY BRIEFING TO BE HELD ON THE 16th AUGUST 2024 AT 10:00
(Please refer to page 15 for briefing time, dates and venues)**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
SASSA
BKB BUILDING,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201**

CLOSING DATE: 28 AUGUST 2024

TIME: 11:00

ENQUIRIES CAN BE DIRECTED TO:

Technical Enquiries:

Name: T. Williams

Tel: 043 – 707 6380

Email: TenderQueriesEC@sassa.gov.za

Supply Chain Management Enquiries

Name: Mr L. Bezuidenhout

Tel: 043 – 707 6366

Email: TenderQueriesEC@sassa.gov.za

BID DOCUMENTS CAN BE OBTAINED FROM:

<https://etenders.treasury.gov.za>

<https://www.sassa.gov.za>

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**INVITATION TO POTENTIAL SERVICE PROVIDERS TO BE ACCREDITED ON THE SASSA DATABASE FOR THE CONTRACTING OF MEDICAL OFFICERS AND HEALTH PRACTITIONERS (INDIVIDUALS, FIRMS / COMPANIES) THROUGH AN EXPRESSION OF INTEREST TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA EASTERN CAPE REGION
FOR A PERIOD OF THREE (3) YEARS**

NO	DESCRIPTION OF DOCUMENT
1	SBD 1
2	SBD 4
3	TERMS OF REFERENCE
4	GENERAL CONDITIONS OF CONTRACT

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:06-24-GA-EC	CLOSING DATE:	28 August 2024	CLOSING TIME:	11:00
DESCRIPTION	INVITATION TO POTENTIAL SERVICE PROVIDERS TO BE ACCREDITED ON THE SASSA DATABASE FOR THE CONTRACTING OF MEDICAL OFFICERS AND HEALTH PRACTITIONERS (INDIVIDUALS, FIRMS / COMPANIES) THROUGH AN EXPRESSION OF INTEREST TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA EASTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA, BKB BUILDING, CNR FITZPATIRCK & MERINO ROAD, QUIGNEY, EAST LONDON, 5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr L Bezuidenhout		CONTACT PERSON	Ms T Williams	
TELEPHONE NUMBER	043 707 6366		TELEPHONE NUMBER	043-707 6380	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	TenderQueriesEC@sassa.gov.za		E-MAIL ADDRESS	TenderQueriesEC@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES ENCLOSE PROOF]</i>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</i>
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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.

in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



**TERMS OF REFERENCE FOR THE CONTRACTING OF
MEDICAL OFFICERS AND HEALTH PRACTITIONERS
(INDIVIDUALS, FIRMS / COMPANIES) THROUGH AN
EXPRESSION OF INTEREST TO CONDUCT MEDICAL
ASSESSMENTS FOR SASSA EASTERN CAPE REGION
FOR A PERIOD OF THREE (3) YEARS**

South African Social Security Agency
Eastern Cape Region

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Fitzpatrick Road • Quigney • East London
Private Bag X9001 • Chiselhurst • East London
5200
Tel: +27 43 707 6300 • Fax: +27 43 707 6487
www.sassa.gov.za

1. INTRODUCTION

- 1.1 The South African Social Security Agency (“SASSA”) is a statutory body that is mandated to ensure effective and efficient delivery of services of high quality with regards to management and administration of social grants. Further, SASSA is mandated to ensure that 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 security system.
- 1.2 SASSA was 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. The principal aim of the South African Social Security Agency Act is to make provision for the effective management, administration and payment of social assistance through the establishment of the South African Social Security Agency.
- 1.3 SASSA Eastern Cape operates in 7 Districts namely; Alfred Ndzo, Amathole, Chris Hani, Joe Gqabi, Nelson Mandela Metro, OR Tambo and Sarah Baartman. The Regional Office is in charge of the administration and management of social assistance.
- 1.4 Amongst the social grants offered by SASSA are disability related grants that require applicants to be subjected to a medical assessment to confirm the disability prior to processing the grant application. These disability related grants are as follows:
 - 1.4.1 Disability Grant (DG), which in terms of Section 9 of the Social Assistance Act of 2004 and in regulation 2(b), (c), (d) and (e), as amended in 2022, 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. The DG may be reviewed at any time where there is reason to believe that the medical circumstances of the beneficiary might have changed or when the beneficiary is due for such Medical Review.

1.4.2 The Care Dependency Grant (CDG), which in terms of the Section 7 of the Social Assistance Act of 2004, as amended in 2022, 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”**. Care Dependency Grant is reviewable when it is deemed necessary.

1.4.3 The Grant in Aid, which in terms of Section 12 of the Social Assistance Act of 2004, as amended in 2022, is awarded to a person who **“...due to his or her physical or mental condition, certified by a medical officer or medical practitioner as requiring regular attendance by another person”**.

2. OBJECTIVES

2.1 To appoint and contract suitable Medical Officers and Health Practitioners (individuals, firms and/or companies) through an expression of interest to conduct medical assessments on behalf of SASSA on clients who wish to apply for disability related grants for a period of three (3) years.

3. SCOPE OF WORK

- 3.1 Medical Officers and Health Practitioners will conduct medical assessment on clients wishing to apply for disability related grants on behalf of the South African Social Security Agency (SASSA) in Eastern Cape Region.
- 3.2 Successful Medical Officers and Health Practitioners will undergo compulsory trainings on disability management conducted by SASSA before conducting assessments.
- 3.3 Conduct medical assessments as and when required based on the availability of clients booked by SASSA at the designated assessment sites.
- 3.4 Interrogate and/ or make use of the client's medical records and medical referral form.
- 3.5 Conduct assessments in an unbiased, fair and objective manner.
- 3.6 Refer clients for additional required services, e.g. at Department of Health for treatment optimization.
- 3.7 Immediately return properly completed assessment forms to a designated SASSA official servicing the assessment site.
- 3.8 Maintain confidentiality over information.
- 3.9 As and when required, Medical Officers and Health Practitioners will be expected to do home visits to assess applicants who are bed-ridden/frail and unable to present themselves at the SASSA designated assessment site.

- 3.10 Every Medical Officers or Health Practitioners will maintain a full assessment site register of all applicants and/or beneficiaries examined and assessed - the following information will be required.
- Personal details of beneficiary/client
 - Diagnosis
 - Recommendation
 - Medical form reference number
 - Date, time and place of examination
- 3.11 Submit on site a copy of the register which will be used to compare against the time sheet of the medical officers or health practitioners.
- 3.12 Bill the Agency for completed medical assessments.

4. SUB-CONTRACTING

No sub-contracting is allowed.

5. JOINT VENTURE

No joint venture is allowed.

6. REQUIRED PROFILE FOR THE MEDICAL OFFICERS OR HEALTH PRACTITIONERS (FIRMS AND OR/COMPANIES)

- 6.1 Proof of matric certificate/NSC / an equivalent University entry recognised certificate
- 6.2 Proof of qualification as a medical officer / health practitioner.
- 6.3 Registration Certificate as an independent medical practitioner with the Health Professions Council of South Africa (HPCSA).
- 6.4 Renewed and valid registration with the Health Professions Council of South Africa (HPCSA) as a medical officer / health practitioner.
- 6.5 HPCSA certificate of good standing.
- 6.6 Minimum of three (3) years clinical experience as an independent medical officer or health practitioner.
- 6.7 Updated detailed Curriculum Vitae for medical officers or health practitioners.
- 6.8 Must be registered with the National Treasury Central Supplier Database (CSD) and be tax compliant.
- 6.9 Any other medical certificates.

7. COMPETENCIES REQUIRED FOR MEDICAL OFFICERS OR HEALTH PRACTITIONERS (FIRMS AND OR/COMPANIES)

- 7.1 Clinical medical expertise
- 7.2 Data analysis
- 7.3 Time management
- 7.4 People management and customer focus
- 7.5 Problem solving and analysis

8. EVALUATION CRITERIA

- 8.1 Phase 1: Mandatory Requirements
- 8.2 Phase 2: Administrative Compliance
- 8.3 Phase 3: Functional Evaluation

8.1 PHASE 1 - Mandatory Requirements

- 8.1.1 Registration Certificate as an independent medical practitioner with the Health Professions Council of South Africa (HPCSA) with three (3) years minimum experience.
- 8.1.2 Certified Copy / Original HPCSA certificate of good standing for the current period.

NOTE TO THE BIDDERS

Failure to comply with the above will disqualify the bid from proceeding to the next phase.

8.2 PHASE 2 - ADMINISTRATIVE COMPLIANCE CHECKLIST

8.2.1	If conducting sessions with the Department of Health (DOH) or any government institution, submit a confirmation letter of sessions conducted per month from hospital administration or any government institution.
8.2.2	Certified copies of all tertiary qualifications including senior certificates /NCS/ an equivalent University entry recognised certificate not older than six months.
8.2.3	Updated detailed Curriculum Vitae for medical practitioners.
8.2.4	Must be registered on Central Supplier Database (CSD) and be tax compliant
8.2.5	Bank details must be verified on CSD
8.2.6	Submission of fully completed and signed SBD forms
8.2.7	Initial each page of the bid document

NOTE TO BIDDERS

- **No Award letters will be issued without compliance to paragraph 8 above**
- **All certified documents must not be older than 6 (six) months**

8.3 PHASE 3 – FUNCTIONALITY CRITERIA

Phase Three – Functionality Criteria	100
<ul style="list-style-type: none"> • Three years clinical experience excluding community services. (Attach C.V.) <ul style="list-style-type: none"> 3 years = 1 point 4 years = 2 points 5 years = 3 points 6 years = 4 points 7 years and above = 5 points • Locality (Municipal Account, Tax Invoice, Proof of business address not older than 3 months to be attached) <p>The locality shall be allocated values as follows:</p> <ul style="list-style-type: none"> ➤ District – 20 = 5 points ➤ Adjacent District – 15 = 3 points ➤ Out of range District – 5 = 1 points • Proposal articulating required competencies listed below making reference to previous experience. (Attach Proposal) <ol style="list-style-type: none"> 1. Clinical medical expertise 2. Data analysis 3. Time Management 4. People management and customer focus 5. Problem solving and analysis <p>(Bidders will be allocated a point for each expertise reflected on their proposals)</p> 	<p>20</p> <p>20</p> <p>60</p>

NB: Bidders must score 70 out of 100 to be considered further.

SASSA may conduct an inspection to confirm validity of the address provided.

9. MONITORING AND EVALUATION

The performance of the medical officers or health practitioners will be closely supported and monitored by the Grant Administration Section of SASSA through the following measures: -

- 9.1 Profiling of the medical officers or health practitioners assessments in respect to number of assessments conducted, diagnoses made and payments received and other related issues.
- 9.2 Quality assure completed medical assessment forms.
- 9.3 Provide training or retraining whenever deemed necessary.
- 9.4 Manage and ensure medical officers or health practitioners adhere to the agreed time frames as set by SASSA in the Service Level Agreement (SLA).
- 9.5 Ensure that alternative medical officers or health practitioners are deployed immediately to the site in case where medical officers or health practitioners scheduled cannot honour their scheduled appointment.
- 9.6 Implement measures that will monitor quality of work done by medical officers or health practitioners. These may include, monitoring the process at assessment sites (on site monitoring tool), random samplings of completed medical assessment forms to evaluate if the forms are properly completed, assessing the statistics of the various medical officers or health practitioners and any other quality assurance measure deemed fit to preserve high quality outcome assessments.

10. REPORTING

- 10.1 The contracted medical officers or health practitioners will report to their respective District Managers or delegated officials.
- 10.2 Meetings between SASSA and individual medical officers or health practitioners will be held quarterly or whenever required, by mutual consent between the parties, to address areas of interest.
- 10.3 Medical Officers or Health Practitioners are required to inform SASSA of any suspicious fraudulent activity or patterns.

11. PERIOD OF CONTRACT

- 11.1 The duration of the contract shall be for a period of three (3) years.

12. RULES AND CONDITIONS OF CONTRACTING

- 12.1 All completed medical assessment forms, information and assessment books remain the property of SASSA.
- 12.2 Medical officers or health practitioners must provide their own transport to the assessment site.



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at the right time and place. NJALO!*

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- 12.3 Medical officers or health practitioners must provide their own medical equipment, e.g. ENT set, stethoscope, etc. to be utilized when required.
- 12.4 Each medical officer or health practitioner must have an assistant to assist with flow management of the clients on assessment days.
- 12.5 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.
- 12.6 The medical officers or health practitioners are entitled to general knowledge acquired in the execution of this agreement and may use it to advice the future processes of the Agency.
- 12.7 The medical officers or health practitioners will be expected to formally hand over and sign completed task/work to the relevant official of the Agency on site.
- 12.8 The Agency will become the owner of all information, documents, programmes, advice and reports collected and compiled by the medical officers or health practitioners in the execution of this agreement.
- 12.9 The copyright of all documents, programmes, and reports compiled by the medical officers or health practitioners 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.
- 12.10 The Agency will furnish the contracted medical officers or health practitioners with the necessary infrastructure and relevant available information that might be necessary for the execution of the contract.
- 12.11 The maximum number of beneficiaries to be assessed should not exceed 40 per session. In the event where it is deemed necessary to exceed the quota of 40 assessments per session, an approval should be sought from the GM: Grants Administration prior to conducting the assessments.
- 12.12 Medical practitioner, firms and/or companies:
- Must not have been convicted in the courts of law for Social Grants related fraud.
 - Must not have been excluded or suspended from any Government service.
 - Must not be permanently employed in the Public Service.
 - Must not have been found guilty of misconduct or facing disciplinary charges by the Health Professions Council of South Africa (HPCSA)
- 12.13 Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the Agency.
- 12.14 The costs of preparing proposals and negotiating the contract will not be reimbursed.
- 12.15 The Agency is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed interested parties before final selection.
- 12.16 Should there be change of circumstances, it remains the responsibility of the party concerned to inform the other party.



12.17 No late submission will be considered.

13. FEES AND PAYMENT TERMS

- 13.1 SASSA undertakes to make full payment within 30 (thirty) days of all valid claims for work done to its satisfaction upon presentation of a substantiated claim.
- 13.2 No payment will be made where there is outstanding information / work not submitted by the medical officers or health practitioners until that outstanding information is submitted.
- 13.3 Medical officers or health practitioners will be paid **(R180.84)** VAT inclusive for the 2024/2025 financial year per completed assessment within 30 days of SASSA receiving a correct and valid tax invoice and this fee is reviewed annually according to the CPI.
- 13.4 The medical officer or health practitioner is entitled to claim transport costs calculated in accordance with the Department of Transport public sector transport tariff guideline for kilometres travelled by medical officers or health practitioners for purposes of conducting Medical Assessments, provided that:
- 13.4.1 The Medical Officers or Health Practitioners will be requested in writing by the District Manager or delegated official of the Agency to travel and arrange accommodation nearer that particular assessment site;
- 13.4.2 Transport costs shall be claimed for distances exceeding 50 (fifty) kilometres from the place of work or residence of the medical officers or health practitioners or whichever is nearer, to and from the designated assessment site;
- 13.4.3 Transport costs will not exceed the cost of a sedan motor vehicle with an engine capacity of 2000cc.

14. BRIEFING SESSION

- 14.1 Non-compulsory briefing session will be conducted physically on the **16nd August 2024** at 10:00 in all Districts at the following sites;

No	District	Venue Address	Date of briefing
1	Amathole District Office	BKB Building, Cnr Fitzpatrick & Merino Road, East London	16 August 2024
2	OR Tambo & Alfred Ndzo –	No 26 Cnr of Maderia & Victoria Street, Steve Motors Building, 2 nd Floor, Mthatha	16 August 2024
3	Chris Hani & Joe Gqabi	Thobi Kula Indoor Centre, Queenstown, 5319	16 August 2024



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4	Nelson Mandela Metro & Sarah Baartman	259 Govan Mbeki Avenue, North End, Port Elizabeth, NMM	16 August 2024
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- 14.2 Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in the bid document and to address any substantive issues that bidders may wish to raise.

15. SUBMISSION OF PROPOSALS

Proposals must be deposited in a bid box located at the below address;

Eastern Cape Regional Office
SASSA BKB Building
Cnr Fitzpatrick & Merino Road
Quigney
East London
5200

16. ENQUIRIES

Enquiries requiring the bidding documents may be directed to the following:

Technical Enquiries:

Contact Persons	Telephone	Email address	Location
Toni Williams	043 707 6380	ToniW@sassa.gov.za	EC Regional Office

SCM Related Enquiries:

Contact Persons	Telephone	Email address	Location
Mr L Bezuidenhout	043-707 6366	LeslieBe@sassa.gov.za	SCM: Regional Office



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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 complied 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

A. TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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.



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- 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 “**Written**” or “**in writing**” means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 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 X 85, Pretoria 001, 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 provider 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 provider'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 goods or any part thereof by the purchaser.



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7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 clause 8.2 & 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider 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. Packaging

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



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- 9.2 The packaging, 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, 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 the 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 the 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 provider of any warranty obligations under this contract; and



- (e) training of the purchaser's personnel, at the provider'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 provider 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:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) 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 provider 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 provider, 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



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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 the 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider 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 fulfilment 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 provider in his bid, with the exception of any price adjustments authorized 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.



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20. Subcontracts

- 20.1 The provider 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 provider from any liability or obligation under the contract.

21. Delays in the provider'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 any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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 provider'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 good 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 judgement 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 provider 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 person prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combatting 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the



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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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation Of Liability

- 28.1 Except in cases of criminal negligence or wilful 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 provider to pay penalties and / or damages to the purchaser; and



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- (b) the aggregate liability of the provider 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.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider shall be entirely responsible for all taxes, duties, and license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. .

33. National Industrial Participation Programme (NIP)

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association



of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor (s) was/ were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 If a bidder (s) or contractor (s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid (s) for such item (s) offered, and/ or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder (s) or contractor (s) concerned.



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