

## **SASSA: 10-23-GA-WC**

### **INVITATION TO BID**

**SASSA: ACCREDITATION OF HEALTH PRACTITIONERS TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA WESTERN CAPE REGION FOR THREE (3) YEARS.**

#### **NON- COMPULSORY BRIEFING SESSION:**

**Bidders are invited to attend a non-compulsory information session as per the advert and details below:**

#### **DETAILS OF THE BRIEFING SESSION ARE AS FOLLOWS:**

<b>Venue: (First meeting)</b>	SASSA Western Cape Regional Office 20th Floor, Golden Acre Building Cnr Adderley & Strand Street Cape Town
<b>Date:</b>	28 June 2023
<b>Time:</b>	10:00
<b>Venue: (Second meeting)</b>	Vredenburg Local Office (West Coast). 07 Bree Street Vredenburg 7380
<b>Date:</b>	30 June 2023
<b>Time:</b>	10:00
<b>Venue: (Third meeting)</b>	Caledon Local Office. No 6 Cemetery Road Caledon 7230
<b>Date:</b>	05 July 2023
<b>Time:</b>	10:00
<b>Venue: (Fourth meeting)</b>	Department of Health: Garden District Office St John Street York Park Building (Glass building) 3rd Floor GEORGE
<b>Date:</b>	06 July 2023
<b>Time:</b>	10:00

**NB:** Please take note that attendees bring their IDs to present with security on the Ground floor, otherwise they will not be allowed to enter the building.



**Venue:** (Fifth meeting) Beaufort West Local Office  
93 Donkin Street  
Beaufort West  
6970  
**Date:** 07 July 2023  
**Time:** 10:00

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

SASSA Western Cape Regional Office,  
20<sup>th</sup> Floor, Golden Acre Building  
Cnr Adderley & Strand Street  
Cape Town

**PUBLICATION DATE:** 21 June 2023  
**CLOSING DATE :** 14 July 2023  
**TIME :** 11:00

**TECHNICAL ENQUIRIES :** WCBids@sassa.gov.za  
**EMAIL ADDRESS :** WCBids@sassa.gov.za

**SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT PERSON :** N Manzana  
**CONTACT NUMBER:** : N/A  
**EMAIL ADDRESS :** WCBids@sassa.gov.za

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South African Social Security Agency  
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road  
Cnr Du Toit Span Road & Phakamile Mabija  
Permanent Perm Building  
Kimberley 8301

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	SASSA:	CLOSING DATE:	14 July 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>ACCREDITATION OF HEALTH PRACTITIONERS TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA WESTERN CAPE REGION FOR THREE (3) YEARS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
SASSA WESTERN CAPE, 20 <sup>th</sup> Floor					
Golden Acre Building 9					
ADDERLEY STREET , FORESHORE CAPETOWN					
8000					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	N Manzana		CONTACT PERSON	N/A	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	WCBids@sassa.gov.za		E-MAIL ADDRESS	WCBids@sassa.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE	086	NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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 – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Quote number: SASSA: .....
Closing Time 11:00	Closing date: 14 July 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
1.	NOT APPLICABLE	Contracting of medical practitioners to conduct medical assessments for SASSA Western Cape region for a period of 36 months	R169.68 per completed assessment (reviewed annually)
** (ALL APPLICABLE TAXES INCLUDED)			

- Required by: **SASSA WESTERN CAPE**
- At **WESTERN CAPE**
- Brand and model **NOT APPLICABLE.**
- Country of origin **NOT APPLICABLE**
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery **NOT APPLICABLE**
- \*\*Delivery: Firm/not firm
- Delivery basis **NOT APPLICABLE**

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

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

\*Delete if not applicable

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder





**TERMS OF REFERENCE FOR THE ACCREDITATION OF HEALTH PRACTITIONERS  
TO CONDUCT MEDICAL ASSESSMENTS FOR SASSA WESTERN CAPE REGION  
FOR THREE (3) YEARS**

## 1. BACKGROUND

- 1.1 The South African Social Security Agency ("the Agency") 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, the Agency is mandated to ensure the processing of social grants are performed in a manner that is sensitive, caring and restores the dignity of beneficiaries.
- 1.2 The Agency was created 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 No.1 of 1999*.
- 1.3 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.
- 1.4 The Agency operates through 9 (nine) regions with each regional office in charge of the administration and management of social assistance in that area.
- 1.5 The *Social Assistance Act No.13 of 2004* mandates the Agency to provide for:
  - the rendering of social assistance to persons;
  - the mechanism for the rendering of such assistance;
  - the establishment of an inspectorate for social assistance; and
  - matters connected therewith.
- 1.6 This bid invites registered Health Practitioners to be accredited by the Agency to ensure that disability assessments are conducted on persons who wish to apply for disability-related grants.

## 2. DEFINITIONS

- 2.1 **An assessment:** is - (a) the medical or activity limitation examination performed in the ordinary course of practice by a medical officer; (b) the evaluation of information in a medical or activity limitation report by a medical officer in the absence of the applicant or beneficiary; or (c) the evaluation of further reports should additional information be required by the assessing medical officer in the absence of the applicant or beneficiary where the information contained in the medical or activity limitation report is inconclusive or inadequate. *(refer to Regulation 1 of the Social Assistance Act, 2004 (Act no 13 of 2004)).*
- 2.2 **A Disability Grant** as a form of social assistance and is accessible to any eligible person between the ages of 18 (eighteen) and 59 (fifty-nine) years who is, owing to a physical or mental disability, unfit to obtain under any service, employment or profession the means needed to enable him or her to provide for his or her maintenance. A Disability Grant may be awarded on a permanent or temporary (period of not less than 6 (six) months but not more than 12 (twelve) months) basis. A permanent disability grant may be reviewed where evidence exists that changes in the medical circumstances of a permanently disabled person may have occurred, in this case, an entirely new medical assessment is required. *(refer to Regulation 4 of the Social Assistance Act, 2004 (Act no 13 of 2004)).*
- 2.3 **A Grant-in-Aid** refers to a person in such a physical or mental condition that he or she requires regular attendance by another person. Such person must receive an Older Persons, Disability or War Veterans Grant, he or she is due to his or her physical or mental condition, certified by a Medical Practitioner as requiring regular attendance by another person. *(refer to Regulation 6 of the Social Assistance Act, 2004 (Act no 13 of 2004)).*
- 2.4 **A Care Dependency Grant** refers to a person eligible for such grant who is a parent, primary caregiver or foster parent of a child younger than the age of 18 (eighteen) years, and confirmed by a valid medical assessment, conducted by a Medical Practitioner, to require and receive permanent care or support services due to his or her physical or mental disability. *(refer to Regulation 10 of the Social Assistance Act, 2004 (Act no 13 of 2004)).*

### **3. THE OBJECTIVES**

- 3.1. The purpose of this bid is to accredit suitable qualified Health Practitioners who can conduct disability-related medical assessments on behalf of the Agency, as and when required;
- 3.2. Improve access to medical assessment services for disability-related grants within the predetermined timeline of four (4) weeks; and
- 3.3. Improve the quality of conducting medical assessments.

### **4. TARGET GROUP**

- 4.1 Identified Health Practitioners who are duly registered with Health Professions Council of South Africa (HPCSA) to conduct medical/functional/activity limitation assessment for a disability related grant are:

- 4.1.1 Medical Practitioners
- 4.1.2 Clinical Associates
- 4.1.3 Occupational Therapists
- 4.1.4 Physiotherapists
- 4.1.5 Audiologists
- 4.1.6 Speech therapists
- 4.1.7 Psychologists

### **5. SCOPE OF WORK**

- 5.1. The Health Practitioner shall:
  - 5.1.1. attend all compulsory training conducted/arranged by the Agency;
  - 5.1.2. conduct medical assessments on clients scheduled by the Agency who present themselves on the scheduled date at the designated assessment site.
  - 5.1.3. be able to conduct medical assessments at Agency's designated assessment sites within the Western Cape;

- 5.1.4. not exceed 40 (forty) assessments per day unless the Agency requires otherwise, which will be communicated to the Health Practitioner timeously.
- 5.1.5. maintain an accurate register of all clients duly assessed. In this regard, the Agency will provide the Health Practitioner with a register in which all required information must be populated by the Health Practitioner.
- 5.1.6. quality assures all completed medical referral forms.
- 5.1.7. refer assessed clients, if so required, for additional services, e.g. at the Department of Health for treatment optimization, etc.
- 5.1.8. invoice the Agency monthly for all cost relating to completed medical assessments.
- 5.1.9. maintain strict confidentiality over all personal information as per the *Protection of Personal Information Act* (POPIA) of assessed clients and all proprietary information of the Agency.
- 5.1.10. upon request by the Agency, conduct home-based assessments to clients who are frail, bed-ridden or have special needs and are unable to physically visit the Agency offices or designated assessment sites.
- 5.1.11. submit completed registers as proof of assessment conducted to a designated Agency office, as agreed upon between the Health Practitioner and the relevant Agency Office, from time to time.

## 6. KEY ASPECTS OF THE BID PROPOSAL

It is compulsory for all bid proposals submitted to comply with the following requirements:

Mandatory Requirements	Required supporting documentation
Current registration indicating active status with the Health Professions Council of South Africa (HPCSA) as a Health Practitioner	Registration confirmation letter (obtainable from HPCSA website) or <b>Certified</b> certificate of good standing with HPCSA.
Registered with Central Supplier Database (CSD) as per National Treasury directive.	Centralised Supplier Database (CSD) registration number or report
Minimum 2 years work experience as a Health Practitioner	Submit Curriculum Vitae indicating 2 years work experience as a Health Practitioner
Completion of SBD 1 ; SBD 3.1 & SBD 4	Completed SBD 1; SBD 3.1 & SBD 4

## 7. PERFORMANCE MEASURES

7.1 The performance of the Health Practitioner will be closely monitored by the Agency **through** the following:

- 7.1.1. profiling of Health Practitioner's assessments concerning the number of assessments conducted, diagnoses made
- 7.1.2. completed registers as proof of medical assessments conducted;
- 7.1.3. quality assuring of completed medical assessment forms;
- 7.1.4. provision of training or retraining as and when required;
- 7.1.5. ensure Health Practitioners adhere to the agreed time frames as required by the Agency;

7.1.6. the Health Practitioner is unable to honour their scheduled appointment must inform the Agency a day before the appointment; and

7.2 The overall quality of work done by the Health Practitioner. These may include, *inter alia*, random samplings of completed medical assessment forms to evaluate their comprehensive completion, assessing the statistics of the various Health Practitioners and any other quality assurance measures deemed fit to preserve high-quality outcome assessments.

## 8. SPECIAL CONDITIONS

The Health Practitioner must:

8.1. immediately notify the Agency, of any matter which he/she is aware of which will negatively impact the services, this includes:

8.1.1. fined or reprimanded by the HPCSA,

8.1.2. undertaking to be of good behaviour by the HPCSA or your HPCSA membership being made conditional, suspended, removed or lapsing;

8.1.3. medical indemnity being removed or lapsing;

8.1.4. any investigation by a relevant Institution of Higher Learning or professional body;

8.1.5. clinical privileges at another facility being restricted made conditional, varied, suspended or withdrawn;

8.1.6. charges or convictions for an offence involving dishonesty or punishable by imprisonment;

8.1.7. any actual or potential conflict of interest;

8.1.8. any actual or potential failure to comply with this Agreement;

8.1.9. any anticipated inability to provide the required medical assessment;

- 8.1.10. any illness or disease that would interfere with your ability to treat clients at the assessment sites or that is communicable and presents a risk to the Clients or other people at the Assessment sites.
- 8.2. not have been prohibited or suspended from conducting medical evaluations for the Agency and any other Organ of the State.
- 8.3. not have been found guilty of misconduct or facing disciplinary charges by the Medical Council;
- 8.4. adhere to assessment schedules, timeframes and not exceed 40 (forty) assessments per day unless agreed otherwise.
- 8.5. provide for own transportation to the assessment site.
- 8.6. no sub-contracting will be allowed.
- 8.7. no joint ventures will be allowed.
- 9. **CONDITIONS FOR SUBMITTING BID PROPOSAL DOCUMENTS, REQUIREMENTS AND EVALUATION**
  - 9.1. The Agency reserves the right to conduct a security screening by the State Security Agency ("SSA") of all shortlisted Health Practitioners. If a negative result is provided by the SSA, the Health Practitioner will be excluded from the process;
  - 9.2. The Agency will enter into a Service Level Agreement with the successful Health Practitioner for the delivery of the work set out in these Terms of Reference;
  - 9.3. The Agency reserves the right to return late proposals unopened;
  - 9.4. The Agency reserves the right to cancel or not to award the bid to any bidder;
  - 9.5. 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 selection is finalized;
  - 9.6. The costs of preparing proposals and negotiating the contract will be for the Health Practitioner's account;



- 9.7. The Agency reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage should the Agency decide not to proceed.
- 9.8. The Agency reserves the right to rotate contracted Health Practitioners.
- 9.9. Interested parties may ask for clarification during business hours (**07h30-16h00**) and no less than 2 (two) business days before the deadline for submission of the BID. All requests for clarification must be submitted via e-mail to [WCBids@sassa.gov.za](mailto:WCBids@sassa.gov.za)

## **10. FEES AND PAYMENT TERMS**

- 10.1. The Agency undertakes to effect payment to the Health Practitioner within 30 (thirty) days of a valid claim for services rendered. Payment will not be effected if there is outstanding information/work not submitted by the Health Practitioner.
- 10.2. The Health Practitioner will be paid the regulated amount of **R169,68** (one hundred and sixty-nine rand and sixty-eight cents) per completed assessment within 30 (thirty) days of the Agency receiving a valid claim.
- 10.3. The Health Practitioner will be entitled to claim for accommodation expenses up to **R1 530,00** (one thousand five hundred and thirty rand) per night as outlined in the Agency's travel management policy, provided that the Health Practitioner is:
- 10.3.1. requested in writing by the Senior Manager: Disability Management, or any delegated authority of the Agency to travel to that particular assessment venue(s);
- 10.3.2. responsible for his/her accommodation arrangements; the cost of accommodation will be paid upon receipt of a valid claim from the Health Practitioner.
- 
- 10.4. The Health Practitioner is entitled to claim transport costs calculated as per the Department of Transport tariffs for the use of Motor Transport (as amended from time to time) for kilometres travelled for purposes of conducting medical assessments.

## **11. PERFORMANCE AND PENALTIES**

- 11.1. The Health Practitioner shall perform the services per the terms and conditions which shall be outlined in the Service Level Agreement ("SLA").

11.2. The Agency shall be entitled to, *inter alia*, impose penalties for late or defective performance by the Health Practitioner. In this regard, the Agency shall be entitled to, *inter alia*, claim specific performance, damages or deduct 5% (five per cent) from the amount due and payable to the Health Practitioner for that particular assignment or terminate the agreement.

## 12. THE EVALUATION

The evaluation shall be conducted as follows:

Health Practitioner must submit the following documents:

Registration confirmation letter (obtainable from HPCSA website) or <b>Certified</b> certificate of good standing with HPCSA
Centralised Supplier Database (CSD) registration number or report
Submit Curriculum Vitae indicating 2 years work experience as a Health Practitioner
Completed SBD 1; SBD 3.1 & SBD 4

## 13. BRIEFING SESSIONS

Briefing sessions will be held in various districts on a date and time as determined by the Agency (refer to attached cover page). The briefing sessions provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

## 14. SUBMISSION

- 14.1. Submission of the bid proposal must be deposited in the tender box during business hours from 07h30 till 16h00.
- 14.2. Bidders must submit their bids on or before the stipulated closing date, place and time as late bids will not be accepted.
- 14.3. The tender box address is: 20<sup>th</sup> Floor Golden Acre Office Building, cnr. Strand & Adderley Street, Cape Town.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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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 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.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
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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](http://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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>		In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)