



# health

Department:

Health

REPUBLIC OF SOUTH AFRICA

## **NDOH-17/2025-2026**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT THE ACTUARIAL VALUATION OF THE MINES AND WORKS COMPENSATION FUND FOR THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES (CCOD) OVER A PERIOD OF THREE (3) YEARS**

**BID VALIDITY PERIOD: 120 DAYS**

**DATE ISSUED: 12 SEPTEMBER 2025**

**COMPULSORY BRIEFING SESSION WILL BE HELD:**

**DATE: 23 SEPTEMBER 2025**

**TIME: 10:30AM**

**VENUE: MBOD BUILDING, 144 DEKORTE STREET,  
BRAAMFONTEIN, 3RD FLOOR, LECTURE HALL**

**CLOSING DATE: 09 OCTOBER 2025 AT 11H00AM**

**SUBMISSION ADDRESS: NATIONAL DEPARTMENT OF HEALTH,  
DR AB XUMA BUILDING, 1112 VOORTREKKER RD, PRETORIA**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)</b>					
BID NUMBER:	NDOH 17/2025-26	CLOSING DATE:	09 OCTOBER 2025	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT THE ACTUARIAL VALUATION OF THE MINES AND WORKS COMPENSATION FUND FOR THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES (CCOD) OVER A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL DEPARTMENT OF HEALTH					
1112 VOORTREKKER ROAD					
DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a>	E-MAIL ADDRESS		<a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
<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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

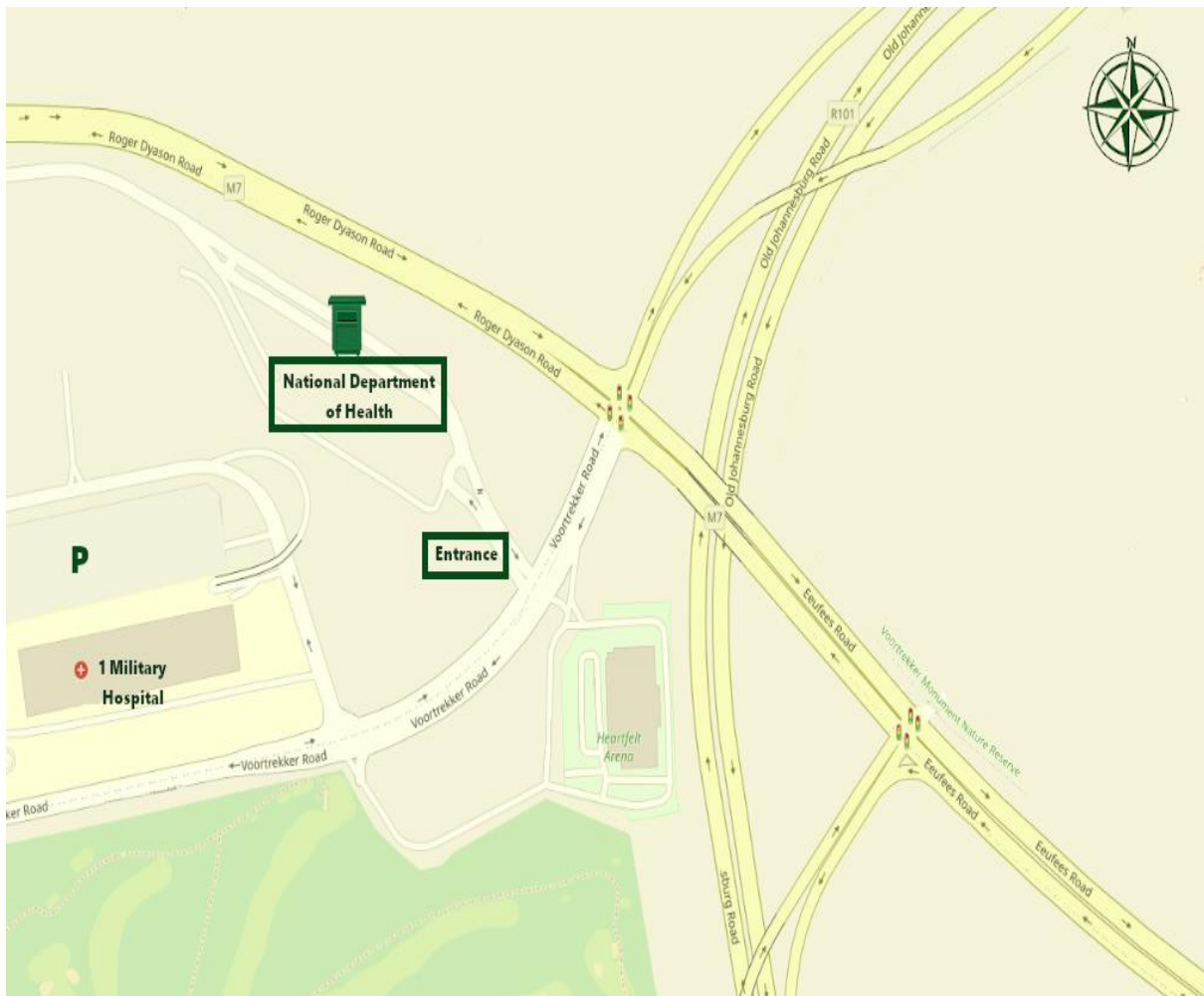
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

**(NB: Proof of authority must be submitted e.g. company resolution)**

DATE: .....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the



RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<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>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

Js General Conditions of Contract (revised July 2010)

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the bid where required.

In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated.

In case of a **COMPANY** submitting a bid, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a bid, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the bid.

In the case of a **JOINT VENTURE** submitting a bid, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the bid may result in the bid being declared non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<b>ZETHMBE TRADERS (Pty) Ltd</b>	
By resolution of the Board of Directors taken on <i>01 AUGUST 2000</i> ,	
<b>MR M BONAKELE</b>	
has been duly authorised to sign all documents in connection with	
Contract no NDoH-01/2023/2024, and any contract which may arise	
there from, on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	<i>01 AUGUST 2000</i>
SIGNATURE OF SIGNATORY:	(Signature of <i>M Bonakele</i> )
As witnesses:	
1.	.....
2.	.....
Signature of person authorised to sign the bid: .....	
Date: .....	

## 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

---

<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

---

<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



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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 The company must submit ID copies of Directors and or shareholders with their bid document or quotation to substantiate points claimed. The share certificate reflecting the number of shares held by each member or director of the company to qualify for the points claimed must be submitted. In case of a claiming points for disability the company must submit a registered Doctor noted or document as evidence of the disability.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
The promotion of South African owned enterprises	2		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



health

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO  
CONDUCT THE ACTUARIAL VALUATION OF THE MINES AND WORKS COMPENSATION  
FUND FOR THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES  
(CCOD) OVER A PERIOD OF THREE (3) YEARS**

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## **1. Introduction**

The Compensation Commissioner for Occupational Diseases (CCOD) is mandated to manage and administer the Mines and Works Compensation Fund, which provides compensation to current and former mineworkers who have contracted occupational diseases because of exposure to harmful working conditions in mines.

To ensure the financial sustainability of the Fund and compliance with good governance and public finance practices, it is necessary to conduct regular actuarial valuations. These valuations provide an independent, expert assessment of the Fund's financial position, including its ability to meet current and future liabilities.

This Terms of Reference outlines the requirements for appointing a suitably qualified and experienced service provider to conduct the actuarial valuation of the Mines and Works Compensation Fund for a period of three (3) years.

## **2. Background**

In terms of sub-section 77A (1) of the Occupational Diseases in Mines and Works Act, 1973 (ODMWA), the Mines and Works Compensation Fund (the Fund) shall conduct periodic actuarial valuations at intervals not exceeding three years.

The last valuation of the Compensation Fund was conducted in the 2024/25 financial year with the actuarial report ending on the 31 March 2025. The Fund provides for loss of earnings for TB and lump sum payments for first degree and second degree certified Occupational Lung Diseases in workers and ex-workers in controlled mines and controlled works. In addition, the Fund has 16 pensioners on its books.

## **3. Aims and Objectives**

The aim of this project is to appoint a qualified and experienced service provider to conduct actuarial valuations of the Mines and Works Compensation Fund on behalf of the Compensation Commissioner for Occupational Diseases (CCOD), over a period of three (3) years.

The key objectives of the actuarial valuation are to:

- Assess the current and projected financial position of the Mines and Works Compensation Fund.
- Determine whether the Fund has sufficient assets to meet its current and future compensation obligations.
- Identify potential funding gaps and recommend measures to ensure the long-term sustainability of the Fund.
- Provide accurate and reliable actuarial reports.
- Provide disclosure for Actuarial provision in terms of IFRS for Annual financial statements
- Ensure compliance with relevant legislation, regulations, and best practices in the management of funds.



## 4. Scope of Work

The appointed service provider will be required to deliver actuarial valuation services related to the Mines and Works Compensation Fund for a period of three (3) years, covering the financial years ending 31 March 2026, 31 March 2027, and 31 March 2028. The scope of work includes, but is not limited to, the following:

### 4.1 Actuarial Services

- 4.1.1 Provide ongoing actuarial consultation and advisory services throughout the contract period. This includes participating in physical and virtual meetings, providing written correspondence, and engaging via telephone when necessary.
- 4.1.2 Deliver oral and written presentations of findings to relevant governance structures including, but not limited to, the Advisory Committee, the Audit and Risk Committee, and any other stakeholders as required by the Fund up to a maximum of 8 meetings per year.
- 4.1.3 Where necessary, perform valuations as of **31 December** of the financial year, with projections rolled forward to **31 March of the following year**, to align with the Fund's annual financial reporting requirements.
- 4.1.4 Conduct annual actuarial valuations to assess the financial position and solvency of the Fund. These valuations must comply with the latest generally accepted actuarial standards.
- 4.1.5 Ensure all work is carried out under the direct supervision of a qualified actuary. The lead actuary must:
  - Be approved by the Department of Health (NDoH)
  - Hold a Fellowship designation with a recognised actuarial body (e.g., Fellow of the Society of Actuaries or equivalent)
  - Have a minimum of eight (8) years of relevant experience

The NDoH reserves the right to review and approve or reject the proposed lead actuary.

## 5. Service Requirements

To support the actuarial valuation and related services, the following requirements must be met:

### 5.1 Data and Assumptions

- 5.1.1 The evaluation must consider:
  - Current and unpaid claims within the Fund
  - Potential future claimants identified by the Medical Bureau for Occupational Diseases (MBOD)
  - Potential claimants currently or formerly employed in controlled mines and controlled works
- 5.1.2 The actuarial models must include the likelihood of claimants:
  - Contracting tuberculosis (TB)
  - Progressing from first-degree to second-degree impairment.
- 5.1.3 The service provider must assess data gaps and provide a proposal to address and correct these gaps.

## **5.2 Confidentiality and Reporting**

- 5.2.1 All data shared with the service provider is to be treated as confidential unless the Compensation Commissioner provides written consent to disclose. All communication, reports, and requests must be directed through the Compensation Commissioner or a designated representative.
- 5.2.2 The appointed service provider must submit comprehensive valuation reports that include:
- Detailed explanations
  - Supporting calculations and working documents
  - All required disclosures and information for integration into the Fund's annual financial statements
- 5.2.3 The service provider must make all reports, working papers, and supporting documentation available for review by the Fund's internal and external auditors.

## **5.3 Team Composition**

- 5.3.1 The proposed team should be multi-disciplinary and include professionals with expertise in:
- Actuarial science
  - Economics
  - Accounting, and
  - Occupational health (with a focus on occupational lung diseases and TB in the mining sector)

## **6. Organisation and Personnel**

- 6.1 Bidders must provide the following details as part of their proposal:
- Name of the company
  - Physical and postal address
  - Telephone number/s
  - Email address(es)
  - Full names and titles of key contact person(s)
- 6.2 A CV (Template attached – Annexure A – last page of the ToR) must be submitted for each key professional proposed for this project. These must include:
- Educational qualifications
  - Relevant professional designations
  - Years of experience
  - Roles the individuals are expected to fulfil in relation to the Fund account
  - Signature of professional associated with that CV

## **7. Experience**

- 7.1 Bidders must demonstrate their relevant experience and capabilities in providing actuarial valuation services of a similar scale and complexity

7.2 Proposals must include:

- A description of past and current actuarial valuation work for similar funds or compensation schemes
- A sample of a recent actuarial valuation report, for evaluation purposes – can be a dummy report

## **8. Actuarial Valuation Procedure, Policy and Process**

8.1 The successful service provider must submit a detailed work plan, including:

- Proposed methodology
- Key milestones and timelines
- Number of hours anticipated under a fixed fee arrangement for clean data
- Data format or structure requirements to avoid additional charges

8.2 Bidders must also describe their:

- Quality assurance and peer review processes
- Valuation tools and systems to be used
- Approach to handling incomplete or inconsistent data

## **9. Advisory Services**

9.1 In addition to the annual valuation, the appointed service provider may be required to provide actuarial advisory and other advisory services (see 10.1.1) on an as-needed basis.

9.2 Bidders must provide a separate hourly rate for these advisory services in their pricing proposal.

## **10. Additional Work Related to Legal Reform Impact**

10.1.1 The successful vendor may be required to calculate the **economic and financial impact** of proposed legal amendments to the Occupational Diseases in Mines and Works Act (ODMWA), particularly those relating to:

- Enhanced compensation benefits
- Costs of Fund administration
- Costs related to services such as Benefit Medical Examinations and post-mortems
- Potential changes in levies

## **11. Value-Added Services**

11.1.1 Bidders are encouraged to outline any additional value-added services they are able to offer beyond the core actuarial valuation and advisory services, which could enhance the administration, management, or financial sustainability of the Fund.

## **12. Guidelines for Proposal Submission**

Prospective bidders must submit their proposals in the structure outlined below. The Department may consider additional relevant information submitted, but proposals must follow this format to be considered for evaluation.

## **12.1 Information About the Bidder**

Bidders must provide the following:

12.1.1 A company profile, including:

- Shareholding structure
- Area(s) of operation
- Relevant experience, particularly in relation to actuarial work and workers' compensation covering occupational diseases

12.1.2 A signed consortium agreement or contract (if applicable)

12.1.3 The past financial year financial statement reflecting the financial position of the bidding entity

12.1.4 An organisational chart showing the team structure and individuals who will be actively involved in delivering the services

12.1.5 Detailed and signed curriculum vitae (CVs) for all key personnel, clearly reflecting relevant qualifications, roles, capacity, and experience (Annexure A – CV template in the last page of the ToR).

## **12.2 Special Conditions**

The following special conditions apply to this tender:

12.2.1 A Service Level Agreement (SLA) will be drawn up by the Department (once tender is awarded), clearly outlining:

- Project phases
- Pricing per phase
- Disbursement costs (inclusive of VAT)

12.2.2 Work will be monitored against the approved SLA and project plan

12.2.3 All original invoices must be accompanied by relevant progress reports and supporting documentation

12.2.4 Costing must be task-based, not hourly-based, and must include:

- All fees
- Disbursements
- VAT (if applicable)

12.2.5 Reference checks will be conducted on the successful bidder based on previous similar projects

12.2.6 The Department of Health reserves the right not to award the tender

## **13. Bid Evaluation Criteria**

### **13.1 Due diligence**

The NDoH reserves the right to conduct supplier due diligence before the final award or at any time during the contract period.

### **13.2 Bid Evaluation Stages.**

As part of the normal procurement process, the evaluation of a tender consists of the following stages.

- Stage 1: Administrative requirements
- Stage 2: Mandatory requirements
- Stage 3: Functionality evaluation
- Stage 4: Price evaluation and Preference Points System = Historical Disadvantaged Individual (HDIs) evaluation

#### **13.2.1 Administrative Requirements**

##### **13.2.1.1 Registered Supplier**

- a) Only bids from suppliers registered on the National Treasury's Central Supplier Database (CSD), in accordance with National Treasury Instruction Note 4A of 2016/17, will be considered for this tender.
- b) Bidders may attach proof of CSD registration.

##### **13.2.1.2 Compliance with Tax Compliance Status Requirements**

- a) Attach Valid Tax Compliance/ Tax Compliance Status Pin.
- b) Where consortium/joint ventures/ sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements.

##### **13.2.1.3 Completion of Standard Bidding Documents (SBD)**

- a) All SBDs must be completed in full.

##### **13.2.1.4 Resolution**

A resolution authorizing a particular person to sign the bid documents. The letter should be on the letterhead of the company where applicable. The resolution letter authorizing a particular person to sign the bid document will not be applicable to one man show or concern entity however the details of the owner must appear in the company registration document i.e., CK and CSD

## 14. Mandatory Requirements

**NB: Failure to comply, submit proof of the following requirements will result in the bid being declared non-responsive, thus resulting in the disqualification of the bidder's proposal.**

### 14.1 Compulsory Briefing Session

This session will provide bidders with an opportunity to obtain clarity on certain aspects of the bid and processes as set out in this document and to address any issues they may have. This session is compulsory for all bidders. All bidders present in the briefing session must sign the compulsory briefing session register as it will be used to verify bidder's attendance. Bidders who did not sign the compulsory briefing session register will automatically be disqualified since there would be no evidence of attendance.

The briefing session will be held as follows:

<b>Date</b>	23 September 2025
<b>Time</b>	10h30am
<b>Venue</b>	MBOD Building, 144 Dekorte Street, Braamfontein, 3rd Floor, Lecture Hall

### 14.2 Closing Date and Time

The date and closing time of this bid is as follows:

<b>Date</b>	09 October 2025
<b>Time</b>	11h00am
<b>Address</b>	National Department of Health, Dr AB Xuma Building, 1112 Voortrekker Rd, Pretoria Townlands 351~Jr, Pretoria, 0187

### 14.3 Submission of Bid Proposals

- a) Bidders must submit their bid proposals in a hard copy format on or before the closing date and time of the bid. The hard copy submissions covering the technical proposal and financial proposal will be regarded as legally binding documents.

This bid will be evaluated using the **two-envelope system**, as outlined below:

#### 14.3.1 Envelope 1: Technical Proposal File

The Technical Proposal File must be compiled according to the **Table of Contents** provided below to ensure a consistent and transparent evaluation process. All documents must be clearly labelled and submitted in the order indicated below:

## **Section 1 – SCM Administration Requirements (*Evaluated first*)**

1. SBD Forms (completed and signed)
2. Initialled General Conditions of Contract (GCC)
3. Tax Compliance Status PIN and/or valid Tax Clearance Certificate
4. Company Registration Documents
5. Certified copies of the identity documents of all Directors/Members (certification not older than 6 months) must be submitted. Failure to provide certified copies will render the bid non-responsive
6. Signed Consortium Agreement (if applicable)
7. Audited Annual Financial Statements for the most recent two (2) financial years.
8. BBEE Certificate or Sworn Affidavit (if applicable)
9. CSD Registration Report

## **Section 2 – Functional / Technical Proposal**

1. Executive Summary of Proposal
2. Bidder's Understanding of the Scope of Work
3. Project Phases & Project Plan with Timelines
  - A breakdown of the project into individual phases
  - The proposed turnaround time and timeline for all phases, activities, and deliverables.
  - A detailed project plan describing how the services will be delivered
  - An outline of ethical considerations that will be observed
4. Company Experience (*refer to 15.1*)
5. References (*refer to 15.2*)
6. Team Structure, Roles, and Responsibilities (*refer to 15.3*)
7. Key Personnel (see **Annexure A** below – last page of ToR for CV Template) – (*refer to 15.3*)
8. Detailed Methodology and Proposed Approach (*refer to 15.4 a*)
9. Actuarial Valuation Sample Report (*refer to 15.4 b*)
10. Quality Assurance and Peer Review Process (*refer to 15.4 c*)
11. Risk Management Approach
12. Annexures / Supporting Documents (if applicable)

### **14.3.2 Envelope 2: Financial Proposal**

Bidders must submit the financial proposal in a separate sealed envelope. The proposal must be strictly completed using the prescribed template (Annexure B) to ensure consistency and facilitate evaluation.

**NB:** Failure to complete the financial proposal in accordance with the template or to submit it in a separate sealed envelope will result in disqualification.

## 15. Functionality Evaluation

This section outlines the criteria that will be used to evaluate the functionality proposed by bidders:

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB- WEIGHT	WEIGHT														
15.1 Company Experience	The bidder must demonstrate experience in actuarial valuations for workers' compensation schemes or comparable statutory compensation schemes involving occupational injuries or diseases. Experience limited to unrelated areas (e.g. pensions, funeral policies, medical aid) will not be sufficient.	<ul style="list-style-type: none"><li>▪ Company profile outlining years of relevant actuarial valuation experience in workers' compensation or comparable statutory compensation schemes.</li><li>▪ List of projects with the following data points:<ul style="list-style-type: none"><li>• Project name</li><li>• Client name</li><li>• Start and end dates</li><li>• Scope of work</li><li>• Value of contract</li></ul></li></ul> <p>The bidder experience will be evaluated in accordance with the table below as outlined in the company experience:</p> <table><tr><th>Relevant experience</th><th>Score</th></tr><tr><td>15+ years of relevant actuarial valuation experience with 2 or more projects, each containing at least 4 of the 5 required data points.</td><td>5</td></tr><tr><td>10–14 years of relevant experience with 2 or more projects submitted. Up to 1 project may be missing up to 2 data points.</td><td>4</td></tr><tr><td>5–9 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.</td><td>3</td></tr><tr><td>1–4 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.</td><td>2</td></tr><tr><td>No relevant actuarial valuation experience, but the team has relevant qualifications.</td><td>1</td></tr><tr><td>No relevant actuarial valuation experience and the team has no relevant qualifications.</td><td>0</td></tr></table>	Relevant experience	Score	15+ years of relevant actuarial valuation experience with 2 or more projects, each containing at least 4 of the 5 required data points.	5	10–14 years of relevant experience with 2 or more projects submitted. Up to 1 project may be missing up to 2 data points.	4	5–9 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.	3	1–4 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.	2	No relevant actuarial valuation experience, but the team has relevant qualifications.	1	No relevant actuarial valuation experience and the team has no relevant qualifications.	0	30	50
Relevant experience	Score																	
15+ years of relevant actuarial valuation experience with 2 or more projects, each containing at least 4 of the 5 required data points.	5																	
10–14 years of relevant experience with 2 or more projects submitted. Up to 1 project may be missing up to 2 data points.	4																	
5–9 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.	3																	
1–4 years of relevant experience with at least 1 project submitted. Up to 1 project may be missing up to 2 data points.	2																	
No relevant actuarial valuation experience, but the team has relevant qualifications.	1																	
No relevant actuarial valuation experience and the team has no relevant qualifications.	0																	



CRITERIA	DESCRIPTION	Substantiation/documentations	SUB- WEIGHT	WEIGHT														
		The evaluation will focus on both the <b><u>duration of experience</u></b> and the <b><u>completeness of documentation</u></b> . Full points will only be awarded if both criteria are met. Incomplete, vague, or unverifiable submissions will result in lower scores.																
15.2 References	Evidence of completed actuarial valuation projects from previous clients.	<ul style="list-style-type: none"><li>▪ Minimum 3 reference letters (dated, on letterhead of reference company, <b>signed</b>), each with the following data points:<ul style="list-style-type: none"><li>• Client name &amp; physical address</li><li>• Contact person, telephone and email</li><li>• Project scope</li><li>• Value of contract</li><li>• Date/s of service</li></ul></li></ul> <p><b>NB:</b> Reference letters that are <b><u>not signed will be deemed invalid</u></b> and will not be considered for scoring purposes.</p> <table><tr><th>References</th><th>Score</th></tr><tr><td>3 or more contactable references submitted, each fully compliant with all 5 required data points.</td><td>5</td></tr><tr><td>3 references submitted, but up to 2 references may each be missing 2 data points.</td><td>4</td></tr><tr><td>2 references submitted, but up to 1 reference may be missing 2 data points.</td><td>3</td></tr><tr><td>1 reference submitted containing up to 4 data points.</td><td>2</td></tr><tr><td>1 or more references submitted, and all have incomplete data points</td><td>1</td></tr><tr><td>No references submitted or references are not relevant to actuarial valuation services.</td><td>0</td></tr></table> <p>References will be verified for <b><u>relevance, recency (within the last 5 years)</u></b>, and <b><u>completeness</u></b>. The evaluation panel will not infer or assume missing information. Submissions lacking sufficient detail will be scored lower.</p>	References	Score	3 or more contactable references submitted, each fully compliant with all 5 required data points.	5	3 references submitted, but up to 2 references may each be missing 2 data points.	4	2 references submitted, but up to 1 reference may be missing 2 data points.	3	1 reference submitted containing up to 4 data points.	2	1 or more references submitted, and all have incomplete data points	1	No references submitted or references are not relevant to actuarial valuation services.	0	10	
References	Score																	
3 or more contactable references submitted, each fully compliant with all 5 required data points.	5																	
3 references submitted, but up to 2 references may each be missing 2 data points.	4																	
2 references submitted, but up to 1 reference may be missing 2 data points.	3																	
1 reference submitted containing up to 4 data points.	2																	
1 or more references submitted, and all have incomplete data points	1																	
No references submitted or references are not relevant to actuarial valuation services.	0																	

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB- WEIGHT	WEIGHT												
15.3 Key personnel	a) <b><u>Project Lead – Registered Actuary:</u></b> The bidder must propose a qualified and registered actuary as the Project Lead, with a minimum of 8 years of post-registration experience in actuarial valuation and advisory work.	<p>a) <b><u>Project Lead – Registered Actuary requirements:</u></b></p> <ul style="list-style-type: none"><li>▪ Certified copy of Actuarial qualification</li><li>▪ Proof of registration and good standing with Actuarial Society of South Africa (ASSA)</li><li>▪ CV <b><u>completed as per provided template below (Annexure A)</u></b></li></ul> <table><tr><th>a) Project Lead – Registered Actuary</th><th>Score</th></tr><tr><td>Actuary has <b>15+ years</b> post-registration experience with clear, relevant valuation experience. All required documentation provided.</td><td>5</td></tr><tr><td>Actuary has <b>13–14 years</b> of experience. All documentation is provided and relevant.</td><td>4</td></tr><tr><td>Actuary has <b>11–12 years of experience.</b> All documentation is provided and relevant</td><td>3</td></tr><tr><td>Actuary has <b>9-10 years of experience.</b> All documentation is provided and relevant</td><td>2</td></tr><tr><td>Actuary has <b>8 years</b> of experience. All documentation is provided and relevant.</td><td>1</td></tr></table>	a) Project Lead – Registered Actuary	Score	Actuary has <b>15+ years</b> post-registration experience with clear, relevant valuation experience. All required documentation provided.	5	Actuary has <b>13–14 years</b> of experience. All documentation is provided and relevant.	4	Actuary has <b>11–12 years of experience.</b> All documentation is provided and relevant	3	Actuary has <b>9-10 years of experience.</b> All documentation is provided and relevant	2	Actuary has <b>8 years</b> of experience. All documentation is provided and relevant.	1	a) 5	
	a) Project Lead – Registered Actuary	Score														
Actuary has <b>15+ years</b> post-registration experience with clear, relevant valuation experience. All required documentation provided.	5															
Actuary has <b>13–14 years</b> of experience. All documentation is provided and relevant.	4															
Actuary has <b>11–12 years of experience.</b> All documentation is provided and relevant	3															
Actuary has <b>9-10 years of experience.</b> All documentation is provided and relevant	2															
Actuary has <b>8 years</b> of experience. All documentation is provided and relevant.	1															
	b) <b><u>Supporting Multidisciplinary Team:</u></b> The bidder must propose a supporting team of <b>at least 3 qualified professionals</b> , such as actuarial analysts, statisticians, modelling or finance specialists to support the lead actuary.	<p>b) <b><u>Multidisciplinary Team requirements</u></b></p> <ul style="list-style-type: none"><li>▪ Organogram showing team structure and reporting lines</li><li>▪ CV <b><u>completed as per provided template (Annexure A)</u></b> indicating:<ul style="list-style-type: none"><li>○ Certified Qualifications</li><li>○ Relevant Experience</li><li>○ Professional registration (if applicable)</li></ul></li><li>▪ Description of roles and responsibilities for each member</li></ul>	b) 5													

CRITERIA	DESCRIPTION	Substantiation/documentations		SUB- WEIGHT	WEIGHT														
		<table><tr><th>b) Multidisciplinary Team</th><th>Score</th></tr><tr><td>At least 3 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.</td><td>5</td></tr><tr><td>Team includes 3 qualified team members, but 1 has up to 1 CV element missing or unclear</td><td>4</td></tr><tr><td>Team includes 2 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.</td><td>3</td></tr><tr><td>Team included 1 qualified member with relevant experience and roles clearly defined. All documentation submitted.</td><td>2</td></tr><tr><td>Team proposed but lacks qualifications, experience, or documentation.</td><td>1</td></tr><tr><td>No supporting team proposed.</td><td>0</td></tr></table>	b) Multidisciplinary Team	Score	At least 3 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.	5	Team includes 3 qualified team members, but 1 has up to 1 CV element missing or unclear	4	Team includes 2 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.	3	Team included 1 qualified member with relevant experience and roles clearly defined. All documentation submitted.	2	Team proposed but lacks qualifications, experience, or documentation.	1	No supporting team proposed.	0			
b) Multidisciplinary Team	Score																		
At least 3 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.	5																		
Team includes 3 qualified team members, but 1 has up to 1 CV element missing or unclear	4																		
Team includes 2 qualified team members, each with relevant experience and roles clearly defined. All documentation submitted.	3																		
Team included 1 qualified member with relevant experience and roles clearly defined. All documentation submitted.	2																		
Team proposed but lacks qualifications, experience, or documentation.	1																		
No supporting team proposed.	0																		
		<b>Note to Bidders:</b> <ul style="list-style-type: none"><li>• Full points will be awarded only when all documentation is present, and the team is clearly aligned to the scope of the actuarial valuation work.</li><li>• Roles must be realistic and clearly stated to avoid vague or generic titles as it will affect scoring.</li><li>• Proposed team must reflect the complexity and demands of the three-year actuarial project.</li></ul>																	
15.4 Detailed methodology and proposed approach	a) <b>Methodology:</b> The bidder must present a detailed methodology showing how they will conduct the actuarial valuation in line with professional standards and the Terms of Reference (ToR). The methodology should also identify potential risks and propose mitigation strategies.	Narrative description covering: <ul style="list-style-type: none"><li>• Detailed narrative of the proposed methodology</li><li>• Risk mitigation plan</li><li>• Alignment to actuarial standards</li><li>• Reference to relevant ToR outputs</li></ul> <b>Note to Bidders:</b> Methodology will be evaluated based on the presence and clarity of the following key elements: <ol style="list-style-type: none"><li>1. Understanding of actuarial valuation scope</li><li>2. Data requirements and assumptions</li><li>3. Valuation models and techniques</li></ol>			50														

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB- WEIGHT	WEIGHT														
		<div><div><div>4. Risk identification and mitigation</div><div>5. Output format and deliverables</div><div>6. Alignment with professional actuarial standards</div></div><div><div><div>• Data review &amp; validation</div><div>• Liability estimation</div><div>• Use of assumptions &amp; models</div><div>• Reporting</div><div>• Compliance with professional standards</div><div>• Risk identification and mitigation</div></div></div></div> <table><thead><tr><th>a) Methodology</th><th>Score</th></tr></thead><tbody><tr><td>Comprehensive, relevant, and customised methodology aligned with professional actuarial standards. Clearly addresses all key elements: data inputs, assumptions, valuation methods, risk mitigation, outputs, and compliance.</td><td>5</td></tr><tr><td>Good methodology that addresses most elements; up to 2 elements are missing or unclear. Still aligned with actuarial standards.</td><td>4</td></tr><tr><td>General methodology with 3 key elements missing or lacking sufficient detail to fully understand approach execution.</td><td>3</td></tr><tr><td>Generic or vague approach with 4 or more missing elements. Appears not to be tailored to the Compensation Fund context.</td><td>2</td></tr><tr><td>Generic or vague approach with 5 or more missing elements. Appears not to be tailored to the Compensation Fund context</td><td>1</td></tr><tr><td>No clear methodology submitted or completely unrelated to actuarial valuation work.</td><td>0</td></tr></tbody></table>	a) Methodology	Score	Comprehensive, relevant, and customised methodology aligned with professional actuarial standards. Clearly addresses all key elements: data inputs, assumptions, valuation methods, risk mitigation, outputs, and compliance.	5	Good methodology that addresses most elements; up to 2 elements are missing or unclear. Still aligned with actuarial standards.	4	General methodology with 3 key elements missing or lacking sufficient detail to fully understand approach execution.	3	Generic or vague approach with 4 or more missing elements. Appears not to be tailored to the Compensation Fund context.	2	Generic or vague approach with 5 or more missing elements. Appears not to be tailored to the Compensation Fund context	1	No clear methodology submitted or completely unrelated to actuarial valuation work.	0	30	
a) Methodology	Score																	
Comprehensive, relevant, and customised methodology aligned with professional actuarial standards. Clearly addresses all key elements: data inputs, assumptions, valuation methods, risk mitigation, outputs, and compliance.	5																	
Good methodology that addresses most elements; up to 2 elements are missing or unclear. Still aligned with actuarial standards.	4																	
General methodology with 3 key elements missing or lacking sufficient detail to fully understand approach execution.	3																	
Generic or vague approach with 4 or more missing elements. Appears not to be tailored to the Compensation Fund context.	2																	
Generic or vague approach with 5 or more missing elements. Appears not to be tailored to the Compensation Fund context	1																	
No clear methodology submitted or completely unrelated to actuarial valuation work.	0																	
	<div>b) <b>Sample Actuarial Valuation</b>: The bidder must provide a <b>sample / dummy</b></div>	<div>Requirements for <b>Sample Actuarial Valuation</b> Report are:</div> <div><div>▪ One sample actuarial valuation report</div></div>																

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB- WEIGHT	WEIGHT									
	<p><b>actuarial valuation report</b> that represents the standard, depth, and quality of work they propose to deliver for the Compensation Fund for Occupational Diseases. The sample must be a genuine report (<b>anonymised if necessary</b>) from a completed project or a well-developed example based on typical assumptions, methodologies, and formats used in actuarial valuations – a dummy report.</p>	<div><div><div>▪ The report should include:</div><div><div>• Executive summary</div><div>• Data and assumptions used</div><div>• Methodologies applied</div><div>• Results and analysis</div><div>• Conclusions and recommendations</div><div>• Sign-off by actuary (optional but encouraged)</div></div></div></div> <div><div><b>Note to Bidders:</b></div><div>The report will be assessed for:</div><div><div>1. Professional presentation and clarity</div><div>2. Relevance to compensation-type funds or similar mandates</div><div>3. Use of appropriate actuarial assumptions and standards</div><div>4. Presence of all standard components in actuarial valuations</div><div>5. Insightfulness and actionable recommendations</div></div></div> <div><div>A high-scoring report will demonstrate both technical accuracy and communication effectiveness, showing the bidder's ability to translate actuarial findings into clear outputs for decision-making.</div><table><tr><th>b) Sample Actuarial Valuation</th><th>Score</th></tr><tr><td>High-quality, professional report with all standard actuarial valuation components present. Clearly tailored to compensation-type funds. Logically structured and easy to follow. Demonstrates technical and communicative excellence.</td><td>5</td></tr><tr><td>Good quality report with up to 2 minor gaps (e.g., missing assumptions detail, limited recommendations). Still relevant and clearly structured.</td><td>4</td></tr><tr><td>Average report with 3 or more components unclear. Structure is present but show limited understanding of Compensation Fund type needs.</td><td>3</td></tr><tr><td>Poorly structured report with significant gaps (e.g., unclear methodology, limited analysis, weak conclusions) and does not meet actuarial standards</td><td>2</td></tr></table></div> <div><div>10</div></div>	b) Sample Actuarial Valuation	Score	High-quality, professional report with all standard actuarial valuation components present. Clearly tailored to compensation-type funds. Logically structured and easy to follow. Demonstrates technical and communicative excellence.	5	Good quality report with up to 2 minor gaps (e.g., missing assumptions detail, limited recommendations). Still relevant and clearly structured.	4	Average report with 3 or more components unclear. Structure is present but show limited understanding of Compensation Fund type needs.	3	Poorly structured report with significant gaps (e.g., unclear methodology, limited analysis, weak conclusions) and does not meet actuarial standards	2	
b) Sample Actuarial Valuation	Score												
High-quality, professional report with all standard actuarial valuation components present. Clearly tailored to compensation-type funds. Logically structured and easy to follow. Demonstrates technical and communicative excellence.	5												
Good quality report with up to 2 minor gaps (e.g., missing assumptions detail, limited recommendations). Still relevant and clearly structured.	4												
Average report with 3 or more components unclear. Structure is present but show limited understanding of Compensation Fund type needs.	3												
Poorly structured report with significant gaps (e.g., unclear methodology, limited analysis, weak conclusions) and does not meet actuarial standards	2												

CRITERIA	DESCRIPTION	Substantiation/documentations		SUB- WEIGHT	WEIGHT
		fully.		10	
		Unrelated/non-actuarial content provided (e.g., generic financial report or brochure).	1		
		No report submitted.	0		
	c) <b>Quality Assurance and Peer Review Process:</b> The bidder must provide a detailed explanation of their quality assurance (QA) process and peer review mechanism that ensures the accuracy, compliance, and integrity of the actuarial valuation work. This process must demonstrate internal checks, independent reviews, sign-offs, and accountability structures within the proposed team or firm.	Requirements for <b>Quality Assurance (QA) and Peer Review Process</b> are: <ul style="list-style-type: none"><li>▪ Description of the QA and peer review process</li><li>▪ Names, roles, and credentials of individuals responsible for review</li><li>▪ Organogram or workflow (optional but beneficial)</li><li>▪ Policies or QA framework documents (if available)</li></ul> <b>Note to Bidders:</b> The evaluation team will assess whether the bidder has an established, credible, and systematic QA and peer review framework. A strong submission should: <ul style="list-style-type: none"><li>• Identify specific reviewers (not just “a team”)</li><li>• Explain review steps (e.g., initial draft → internal check → peer review → final sign-off)</li><li>• Be aligned with actuarial and professional standards</li><li>• Include multidisciplinary oversight where applicable</li></ul>			
		<b>c) Quality Assurance and Peer Review Process</b>	<b>Score</b>		
		Well-documented, formal QA and peer review process involving named professionals with relevant credentials. Clear steps from drafting to sign-off. QA is embedded in the firm’s culture. Includes multidisciplinary oversight where appropriate	5		
		Good QA process described with some detail. Specific individuals mentioned. Slight gaps in steps or clarity (e.g., peer review process not fully described).	4		
		Basic QA approach described but lacks clear	3		

CRITERIA	DESCRIPTION	Substantiation/documentations			SUB- WEIGHT	WEIGHT
		structure or named reviewers. May rely on general statements like “our team checks work internally.” No workflow presented.				
		Minimal QA detail. Review process is unclear or generic. No specific individuals named, or no link to professional standards	2			
		No QA process described or irrelevant information provided.	0			
<b>Total weight</b>						<b>100</b>
<b>Minimum functionality threshold</b> (failure to meet the minimum threshold will result in your bid not being considered for further evaluation.					<b>70</b>	

## 16. Bid pricing evaluation

### 16.1 Price evaluation criteria

#### 16.1.1 Price points scoring system.

In line with the PPPFA requirements, this bid will be evaluated in accordance with the following preferential points scoring system (please mark with "X"):

80/20 scoring system	90/10 scoring system
X	

The table below depicts the point allocation for HDI.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
Promotion of South African enterprises	2		

### 16.2 Bidding Currency.

All bid prices must be submitted in South African Rand (ZAR) only. Bids submitted in any other currency will not be considered.

To safeguard the integrity of the bidding process, the technical and financial proposals must be submitted in separate sealed envelopes, as per "National Treasury: Supply Chain Management a guide for Accounting Officers / Authorities, 2004", section 5.9.4.

### 16.3 Pricing

Bidders are required to complete the attached **Annexure B: Pricing Template** (Separate Envelope) exactly as provided, to ensure a fair and transparent comparison of all submissions. The completed pricing schedule must be submitted in a separate sealed envelope, clearly marked, and not included with the functional or technical proposal.



## ANNEXURE A: CV TEMPLATE (NDOH 17/2025-26)

All team members must complete their CV using this template.

1. Full Name:

2. ID (if South African) / Passport & Work Permit (if not South African)

3. Current Position / Job Title:

4. Role in This Project:

*E.g. Lead Actuary / Data Analyst / Financial Modeller*

5. Qualifications:

**List most recent degree first. Include qualification name, institution, and year completed. For an example:**

Qualification	Institution	Year Completed
BSc Actuarial Science	University of Pretoria	2012

5. Professional Registration(s):

- Registered with: (*e.g. Actuarial Society of South Africa*)
- Date of first registration:
- Registration Number:
- Status: (*e.g. In Good Standing*)

6. Years of Relevant Experience:

*Total years working on actuarial or related valuation projects.*

7. Relevant Project Experience:

*Include at experience for relevant projects. Brief bullet points.*

**Project 1:**

- Name:
- Client:
- Role:
- Duration: (dd/m/y) from and to...
- Key Responsibilities:

**Project 2:**

- Name:
- Client:
- Role:
- Duration: (dd/m/y) from and to...
- Key Responsibilities:

8. References:

*List relevant references of individuals by company name; individual name and surname; mobile number and email.*

**Note to Bidders:**

- All CVs must follow the template above to be considered complete.
- Missing any section may result in lower scores during evaluation.
- Team members with unclear roles, vague experience, or missing registration details will not be fully scored.
- Attach only one CV per person.
- CV's must be signed to be considered.
- Attach certified qualifications.

### Declaration statement

I honestly declare that the information provided above is correct in every aspect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date