

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH: WESTERN CAPE  
GOVERNMENT**

**BID NUMBER: WCGHCC068/2023 CLOSING DATE: 31 March 2023**

**CLOSING TIME: 11:00**

**THE RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITCHELL'S PLAIN  
ORAL HEALTH CENTRES FOR A PERIOD OF THREE (3) YEARS.**

**The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH"  
SITUATED AT:**

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7:30 am to 5 pm (excluding public holidays). Please contact Jared Becker during office hours for directions should you have any difficulty finding the building

**Please note the following important information and requirements:**

1. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr Riaan Meyer at 021 834 9018 or Mr Jared Becker at 021 834 9019** for assistance. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. All bids must be accompanied by a letter signed by the bidder authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
5. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
7. The 80:20 Preferential Procurement Points System is applicable to this bid.

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8. Please refer all technical/specification enquiries to:

**Mr R Meyer**

**Tel: 021 834 9018**

**Email: [riaan.meyer@westerncape.gov.za](mailto:riaan.meyer@westerncape.gov.za)**



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Deputy Director: SCM Sourcing

24/02/2023

Date

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**Supplier Database Registration for Formal Competitive and Limited Bidding**

**All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**

Any prospective **unregistered bidders** must register as a supplier on the **CSD** *prior to bidding*.

<b>Central Supplier Database</b>	
<b>Self-registration</b>	<a href="http://www.csd.gov.za">www.csd.gov.za</a> <i>(self-registration only)</i>
<b>Contact email</b>	<a href="mailto:SCMeProcurement.DOH@westerncape.gov.za">SCMeProcurement.DOH@westerncape.gov.za</a>

**Bidders already registered on the CSD** must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

**In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.**

Only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached **WCBD4 form**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

Please confirm that you are duly registered on the **Central Supplier Database**.

**YES/NO**

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**GENERAL NOTE**

**THE RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITCHELL'S PLAIN ORAL HEALTH CENTRES FOR A PERIOD OF THREE (3) YEARS**

**Preferential Procurement Policy 80/20** will be applied when evaluating this bid. Please **complete** the enclosed Special Conditions, **WCBD forms** and **Supplies Checklist** in full.

**In terms of the preferential point system, the monetary value of this bid is represented by 100 points of which 80 points represent price and 20 points represent preferential procurement objectives (participation goals). Therefore, application of the system does not prevent, exclude or prejudice multinationals, manufacturers etc from bidding directly with the Department.**

**SUMMARY OF BID FORMS REQUIRED TO MAKE UP A BID**

**Please do not include unnecessary documents in your bid**, as this makes your offer cumbersome to handle. The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

➤ **Special Conditions of Contract**

- **WCBD 1** The Bid **(failure to complete this form and sign it in full may invalidate your offer.)**
- **WCBD 3.1** Specification/your schedule of offers
- **WCBD 3.1/2** Information relating to pricing structures (firm & non-firm prices)
- **WCBD4** Declaration of Interests, Bidders past SCM Practices and Independent Bid Determination
- **WCBD 6.1** Preference points claim form to claim points for Broad-Based Black Economic Empowerment level of contribution.

**Additional documents**

- Proof of your company's standing if preference points are claimed, (certified copies in all cases, please) i.e.
- Copies of Shares certificates or CK1 forms
- Copies of shareholders' agreements, participation agreements (in the case of a Close Corporation), voting pool agreements or venture agreements (whichever is applicable to your business)
- Names of Trustees and their status if your business is a trust
- A legal entity organogram of your business
- A copy of your registration with the Registrar of Companies

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## SECTION A

### SECTION 2: SPECIAL CONDITIONS OF CONTRACT

#### 1. ACCEPTANCE OF CONDITIONS OF CONTRACT

- 1.1. **Bidders are required to render the Services in accordance with the conditions of contract and specifications stipulated in this Bid document.**
- 1.2. The Department reserves the right to accept or reject any additional terms and conditions stipulated by the Bidder. Such terms and conditions will be reviewed as to whether they are in the interest of the Department and/or may prejudice any other bidder(s). Where it is not in the interest of the Department or other bidders to accept such terms and conditions, the Bidder may be requested to withdraw these conditions. If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance, Bidders will be informed in writing as to the consequences should the request to withdraw such terms not be met.
- 1.3. Failure to confirm compliance to the conditions of contract and specification, or document any relevant deviations will render Bids non-compliant.
- 1.4. Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Department reserves the right, at its sole discretion:
  - **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
  - **To amend** the bid process, closing date or any other date at its sole discretion,
  - **To cancel** the bid or any part of the bid before the bid has been awarded,
  - **Not to accept** the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,
  - **Not to award** the bid to the highest points or lowest price,
  - **To reject** all responses submitted and to embark on a new bid process.

#### 2. NEGOTIATIONS

- 2.1. The Department reserves the right to enter into negotiations with Bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery.

#### 3. SERVICE LEVEL AGREEMENT

- 3.1. A service level agreement will be entered into with the successful bidder.
- 3.2. The agreement must be signed prior to the contractor's assumption of duty.

#### 4. NATURE OF AWARD

- 4.1. The Department reserves the right to award the Services to a single or multiple Bidders.
- 4.2. The Department reserves the right to recommend various types of services aligned to the specific substructure requirements.

#### 5. EVALUATION CRITERIA

- 5.1. The Department reserves the right to eliminate the offers of bidders whose organisational, financial and infrastructure capacity is deemed inadequate after the evaluation process and compulsory presentation.
- 5.2. All non-compliant bidders will be notified in writing after the bid has been awarded.
- 5.3. Bids will only be deemed to be compliant if all of the following criteria are met by the closing date and time of the bid:
  - 5.4. **Mandatory Requirements**
    - 5.4.1. Acceptance of all conditions of contract and specifications stated in this Bid document.
    - 5.4.2. Registration on Central Suppliers Database (CSD); and
    - 5.4.3. Bidders may not be listed on the National Treasury's Database of Restricted Suppliers; and

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5.4.4. Bidders may not be listed on National Treasury's Register for Defaulters.

### **5.5. Documentary Evidence**

Submission of all applicable documentary evidence requested throughout this bid document and documents listed in the following paragraphs:

5.5.1 Written acceptance of the conditions of contract and specifications stipulated in this Bid document in the WCBD 3.1 document.

5.5.2 Indicate working capacity of your facility.

5.5.3 Evidence of, **SADTC (South African Dental Technicians Council)** and **HPCSA certification and registration** of all personnel who will be engaged in the provision of the Services.

5.5.4 Equipment calibration certificates, **ISO13485** certification and certificate of practice registration.

### **5.5.5 Manufacture / Supply Agreement**

If the Bidder is not the manufacturer of the product(s) offered for this bid, provide written evidence from your supplier(s)/manufacturer(s) that:

- a) there is no objection to you offering their product(s) in response to this bid, and
- b) if you are awarded this bid, they will continue to supply this product to you.

### **5.6 Credentials and financial integrity**

5.6.1 The bidder, every legal entity forming part of the Bidder or who owns shares in the Bidder, or who must render any part of the service (including subcontractors) as contemplated in this Bid Document, must provide the following information:

a) The number of years that it has been in business;

b) A summary of business performance in the relevant industry over at least the preceding 3 (three) years; and

5.6.2 The bidder shall provide details of financial or business factors which may impact significantly on the service in the near future (including, but not limited to, his/her ability to raise finances to sustainably support the proposed business model, mergers, rationalisation, business rescue proceedings, liquidation proceedings and significant expenditures). If there are none, this must be clearly indicated. If there are any, a full explanation must be provided in relation thereto.

5.6.3 The bidder shall provide detail on the proposed funding structure considered for the Service, including any conditions pertaining to this.

5.7 The Department reserves the right to request site visits at the bidder's facility/ies.

5.8 During this site visit the bidder's capacity and equipment will be verified.

## **6. Liability, Insurance and Loss, Damage and Safekeeping of Property**

6.1. The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, illness, assault, unlawful unrest, etc. of his employees when they provide any services to the Western Cape Department of Health in terms of the bid and act within the course and scope of these duties and employment. The Department shall not be held liable for any contracted illness or infection to the Contractor or his staff arising from their duties.

6.2. The contractor must indemnify the Western Cape Department of Health and any third party that may be involved against the damage to property and loss of property.

6.3. Bidders must include the cost of insurance of being comprehensively covered with Public Liability Insurance to the value of R 2 million at their own cost proportionate to the risks to which it is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or their staff may be responsible. Only the successful bidder/s will be required to obtain/present proof of such cover before commencement of the service.

6.4. Any wilful or negligent damage to any Departmental building, property or other assets resulting from the successful Bidder's actions, as well as any wilful or negligent damage to the successful Bidder's buildings, equipment or other assets will be the successful Bidder's own account to restore and replace.

## **7. BIDDER'S PERSONNEL AND USE OF SUBCONTRACTORS**

7.1. The successful Bidder shall make use of its own trained, qualified and duly registered staff to perform the Services.

7.2. All personnel must be qualified and be duly registered as a professional with the Health Professional Council of South Africa (HPCSA),

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- 7.3. The successful Bidder will be required to ensure that all or relief personnel maintain their HPCSA/SADTC registration status throughout the term of the contract and will provide evidence of such registration to the Department upon request. Failure to ensure continuous registration will constitute a fundamental breach of contract and will result in the termination of the contract.
- 7.4. Contractor staff are to respect Departmental patients' legal rights to privacy and confidentiality.
- 7.5. Strict adherence and compliance to the POPI Act 2021.
- 7.6. All personnel are expected to adhere to the code of conduct applicable to their profession.
- 7.7. The Bidder may not subcontract any part of the Services, unless disclosed in the WCBD6.1 as part of the Bidder's submission.

**8. CHANGES TO BIDDER'S OPERATIONAL OR ORGANISATIONAL STATUS**

- 8.1. As the Bid is awarded on the information provided at the time of Bid closing, the successful Bidder must maintain the status quo for the contract period.
- 8.2. Should any changes to the Bidder's operational status occur (e.g. mergers, acquisition, the assignment or cession or rights or obligations, etc.), the successful bidder must advise the Department immediately.
- 8.3. Material deviations from the Bidder's organisational status as it was at the time of awarding the bid may result in the Department having to apply remedial action.

**9. RIGHT TO AUDIT**

- 9.1. Pursuant to clause 5.4 of the General Conditions of Contract, the Bidder's failure to provide access to information at the request of the Department may result in the Department appointing a third party to institute enquiries at the expense of the Bidder to obtain and verify the required information.

**10. PENALTIES**

- 10.1. Deductions and penalties will be levied against the Contractor for services not rendered in accordance to the contract.
- 10.2. The Contractor will be penalised for the following violations:

	<b>Violation</b>	<b>Penalty</b>
(a)	Late delivery of service	10% per item per day

**11. QUANTITIES**

- 11.1. Orders will be placed solely based on Institutional requirements, to be rendered as patients are identified.
- 11.2. No minimum order quantities shall apply under any circumstances.

**12. PAYMENT**

- 12.1. The contractor must bill each facility separately and submit invoices with the supporting documents to the Finance Section at the relevant facility at the end of each calendar month, for settlement.
- 12.2. Valid invoices will be settled within 30 days after receipt.

**12.3. Confidentiality of Evaluation Process**

- 12.3.1. As all offers are considered *sub judice* until a contract is concluded, no information about evaluations will be disclosed and no discussion about results will be entered in by the Department before award of the contract.

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### 13. The Client: Tygerberg/Mitchell's Plain Oral Health Centre.

**Tygerberg Oral Health Centre (Tygerberg Hospital Premises)**  
Francie Van Zijl Drive  
Parow  
7500

**Mitchells Plain Oral Health Centre (Melomed building, Town Centre)**  
Symphony Walk  
Mitchells Plain  
7785

14. The Dental laboratories must only use materials sourced from suppliers which can prove that the materials used are certified by SABS and/or CE standards as well as registration with SAHPRA. Copies of certification is required. These copies must be certified.

16. The Dental laboratory must provide services in at least one of the required Dental Technology disciplines, namely,

**Procedure A:                    Prosthetics- Acrylic complete dentures and Partial Dentures.**

**Procedure B:                    Metal chrome cobalt.**

**Procedure C:                    Crown and Bridge- All aspects of Crown and Bridge, especially All Ceramics, press able ceramics including veneers and full crowns, inlays and on lays.**

**Procedure D:                    Orthodontics-Ability to manufacture all functional and specialized appliances and Bite Planes.**

### 17. Quality

17.1 All dental laboratory work should be clinically acceptable

17.2 All works must be done by a registered Dental Technologist's as laid out in and in accordance with the South African Dental Technicians Council's Act and the scope of practice should be adhered to.

17.3 Infection Control and Disinfection protocols will be done by the client.

17.4 Work that is not clinically acceptable and where instructions have not been followed will be re-done at no cost to the client. This will be determined at the sole discretion of the client

### 18. Time frames

Adherence to strict time frames, of completed work is of utmost importance, namely

- i)            Prosthetics procedures should take three working days from collection date
- ii)           Chrome cobalt metal dentures must be done in five working days from collection date
- iii)          Crown and Bridge work should be done within five working days from collection date
- iv).          Orthodontic work to be done in four working days from collection date.

### 19. Location

19.1 The Dental laboratory must be within 50km Radius of the Tygerberg and Mitchell's Plain Oral Health Centre's. NB. Delivery times to be strictly adhered to.

19.2 Delivery of work to, and collections from, The Oral Health Centres must be done in the mornings between 08h00 - 09h00 and afternoons between 14h00 – 15h00.

19.3 Delivery charges must be included in the cost of the procedure; no additional delivery charges will be accepted.

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## THE BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that: -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
  - (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and the Preference Certificate (if attached), with all of which I am/we are fully acquainted;
  - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
  - (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:  

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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation\*/no participation\* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved:  
\*(Delete whichever is not applicable)

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**PART A  
INVITATION TO BID**

**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WCGHCC068/2023	CLOSING DATE:	31 March 2023	CLOSING TIME:	11:00
DESCRIPTION	THE RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITCHELL'S PLAIN ORAL HEALTH CENTRES FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					
MARKED "DEPARTMENT OF HEALTH"					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Riaan Meyer		CONTACT PERSON	Riaan Meyer	
TELEPHONE NUMBER	021 834 9018		TELEPHONE NUMBER	021 834 9018	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Riaan.meyer@westerncape.gov.za		E-MAIL ADDRESS	Riaan.meyer@westerncape.gov.za	
<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	TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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(SANAS)			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**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, 2017, 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 (WCBD7).</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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.”
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER: .....

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

DATE: .....

**THE RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITCHELL'S PLAIN ORAL HEALTH CENTRES FOR A PERIOD OF THREE (3) YEARS.**

**NAME OF BIDDER:** \_\_\_\_\_ **BID NUMBER:** WCGHCC068/2023

**CLOSING TIME:** 11:00 AM ON 31 March 2023. **OFFERS SHALL BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

**The following items includes consumables; however, it excludes materials.**

**Applicable to all Procedures**

<b>Code:</b>	<b>Description</b>	<b>Prices inclusive of Vat:</b>		
		<b><u>BID PRICE FOR FIRST YEAR</u></b>	<b><u>BID PRICE FOR SECOND YEAR</u></b>	<b><u>BID PRICE FOR THIRD YEAR</u></b>
<b>Preparatory Work</b>				
9301	Casting and trimming of model in plaster (yellow/white), per model	R	R	R
9303	Casting and trimming of model in super-hard stone (die-stone) per model	R	R	R
9305	Casting and trimming of study model, per model	R	R	R
9307	Casting and trimming of gnathostatic model, per model.	R	R	R
9309	New trimmed base to supplied model, per model	R	R	R
9311	Trimming of supplied model, per model	R	R	R
9312	Gingival tissue mask per implant	R	R	R
9313	Duplicating model, per model	R	R	R
9314	Refractory model, per unit	R	R	R
9315	Models and duplicate models (virgin model) for crown and bridge, work inclusive of one removable die	R	R	R
9317	Sectional models for crown and bridge, work inclusive of one removable die	R	R	R
9319	Each additional removable die for items 9315 and 9317 per die	R	R	R
9320	Indexed or model tray per die (not more than 9319)	R	R	R
9321	Occlusion block, per block	R	R	R
9323	Occlusion block on baseplate, per block	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9327	Infection control per impression, denture (wax or acrylic) or any item in contact with body fluids	R	R	R
9329	Fit and supply of disposable articulator	R	R	R
9330	Delivery / Collection fee per completed procedure (maximum 2)	R	R	R
		R	R	R
<b>Proc A</b>	<b>Prosthetic Services Using Acrylic</b>			
	The tariff under this section excludes the fees for models and occlusion blocks.			
	The following section includes consumables; however, it excludes materials			
	<b>Full Dentures</b>			
9331	Full upper and lower dentures	R	R	R
9333	Full upper or lower denture	R	R	R
9335	Set-up and waxing of full upper and lower dentures	R	R	R
9337	Set-up and waxing of full upper or lower denture	R	R	R
9339	Waxing and finishing of full upper and lower dentures	R	R	R
9341	Waxing and finishing of full upper or lower denture	R	R	R
9343	Additional fee for dentures on fully adjustable articulator at request of dentist	R	R	R
9345	Additional fee for immediate dentures, or tooth socketed	R	R	R
9346	Additional fee for immediate dentures, per tooth not socketed.	R	R	R
9347	Additional fee for each retry from the third and upwards at an agreed quantum of time to be calculated at hourly rate	R	R	R
	<b>Partial Dentures</b>			
9351	Set-up and finish of one-tooth denture	R	R	R
9352	Set-up and finish of two-tooth denture	R	R	R
9353	Set-up and finish of three-tooth denture	R	R	R
9354	Set-up and finish of four-tooth denture	R	R	R
9355	Set-up and finish of five-tooth denture	R	R	R
9356	Set-up and finish of six-tooth denture	R	R	R
9357	Set-up and finish of seven-tooth denture	R	R	R
9358	Set-up and finish of eight-tooth denture	R	R	R
9359	Set-up and finish nine or more tooth denture	R	R	R
9361	Set-up and waxing of one-tooth denture	R	R	R
9362	Set-up and waxing of two-tooth denture	R	R	R
9363	Set-up and waxing of three-tooth denture	R	R	R
9364	Set-up and waxing of four-tooth denture	R	R	R
9365	Set-up and waxing of five-tooth denture	R	R	R
9366	Set-up and waxing of six-tooth denture	R	R	R
9367	Set-up and waxing of seven-tooth denture	R	R	R
9368	Set-up and waxing of eight-tooth denture	R	R	R
9369	Set-up and waxing of nine or more tooth denture	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9371	Waxing and finishing of one-tooth denture	R	R	R
9372	Waxing and finishing of two-tooth denture	R	R	R
9373	Waxing and finishing of three-tooth denture	R	R	R
9374	Waxing and finishing of four-tooth denture	R	R	R
9375	Waxing and finishing of five-tooth denture	R	R	R
9376	Waxing and finishing of six-tooth denture	R	R	R
9377	Waxing and finishing of seven-tooth denture	R	R	R
9378	Waxing and finishing of eighth-tooth denture	R	R	R
9379	Waxing and finishing of nine or more tooth denture	R	R	R
9383	Additional fee for finishing denture in tooth colour material, per tooth	R	R	R
9385	Additional fee for supplying finished denture on duplicate model	R	R	R
<b>Repair Service</b>				
9391	Basic charge which includes repair of one fracture, or addition of one tooth, or addition of one clasp	R	R	R
9393	Additional charge for each additional fracture, or tooth, or clasp	R	R	R
9395	Additional fee for using wire strengthener	R	R	R
9397	Additional fee for using pre-formed strengthener	R	R	R
9398	Additional fee for using mesh strengthener in repair procedure	R	R	R
<b>Additional Services</b>				
9401	Clear base	R	R	R
9403	Dox grinding of upper and lower dentures	R	R	R
9405	Inlay to artificial tooth, one surface only, per inlay	R	R	R
9406	Inlay to artificial tooth, multi-surfaces e.g. horseshoe or L-type inlay, per inlay	R	R	R
9407	Heka base technique per upper or lower denture	R	R	R
9409	Frego frame	R	R	R
9410	Bleaching tray	R	R	R
9411	Template per upper or lower denture	R	R	R
9413	Reline/rebase of single denture	R	R	R
9415	Remodel of single denture	R	R	R
9417	Soft base reline per denture	R	R	R
9419	Soft base to new denture, per denture	R	R	R
9421	Gum tinting per denture	R	R	R
9423	Lingual or palatal bar	R	R	R
9425	Cleaning and polishing of existing denture, per denture	R	R	R
9427	Mesh strengthener	R	R	R
9429	Theatre/ Consultation out of Laboratory per hour or part thereof	R	R	R
9431	Special Tray, acrylic, each	R	R	R
9432	Special Tray Light Cure, each	R	R	R
9433	Special Tray in base plate material, each	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9435	Provision of single arm clasp, to partial denture	R	R	R
9437	Provision of double arm clasp, to partial denture	R	R	R
9439	Provision of single arm clasp with rest, to partial denture	R	R	R
9441	Provision of double arm clasp with rest, to partial denture	R	R	R
9443	Provision of preformed Roach clasp, to partial denture	R	R	R
9445	Provision of rest only to partial denture	R	R	R
9447	Cast Clasp	R	R	R
9448	Casting and trimming of Model from impression inside occlusion block or wax try in	R	R	R
9450	Finishing of acrylic work on any chrome cobalt or gold prosthesis	R	R	R
<b>Proc B</b>	<b>Cobalt Chrome / Gold Prosthetic Services</b>			
	<b>The tariffs under this section excludes the tariff for models.</b>			
	<b>The following section includes consumables; however, it excludes materials</b>			
	<b>Full Metal Dentures</b>			
9451	Metal base for full upper or full lower denture each	R	R	R
	<b>Partial Metal Dentures</b>			
9453	Basic charge - which excludes models and any special trays which may be required by the dentist, but includes refractory model	R	R	R
9455	Additional charge for each one arm clasp	R	R	R
9457	Additional charge for each Roach clasp	R	R	R
9459	Additional charge for each rest	R	R	R
9461	Additional charge for continuous clasp, per tooth	R	R	R
9463	Additional charge for lingual bar, per tooth passed	R	R	R
9465	Additional charge for palatal bar	R	R	R
9467	Additional charge for onlay	R	R	R
9469	Additional charge for saddle with finishing line, per tooth	R	R	R
9471	Additional charge for saddle without finishing line, per tooth	R	R	R
9473	Additional charge for horseshoe saddle, per tooth	R	R	R
9475	Additional charge for fitting of tooth to metal backing, per tooth	R	R	R
9479	Additional charge for fitting one distal-extension hinge	R	R	R
9480	Additional charge per milled edge per tooth	R	R	R
9481	Additional charge for each soldering joint	R	R	R
9483	Additional charge for soldering retention	R	R	R
9485	Additional charge for each additional retention soldering joint	R	R	R
9487	Additional charge for each welding joint	R	R	R
9489	Additional charge for fitting swing lock	R	R	R

<u>Code:</u>	<u>Description</u>	<u>BID PRICE FOR FIRST YEAR</u>	<u>BID PRICE FOR SECOND YEAR</u>	<u>BID PRICE FOR THIRD YEAR</u>
9491	Additional charge for each backing cast	R	R	R
9493	Additional charge for each Steels backing or pontic cast (Plastic work to be charged in addition)	R	R	R
<b>Chrome Cobalt and Repairs</b>				
9495	Basic fee for the repairing of or addition to any appliance necessitating the casting of a model (9301)	R	R	R
9497	Basic fee if a new section is to be fabricated and where item 9495 does not apply (9301)	R	R	R
<b>Proc C</b>	<b>Crown and Bridge Services</b>			
	<b>The tariffs under this section excludes the tariff for models.</b>			
	<b>The following section includes consumables; however, it excludes materials</b>			
<b>Porcelain (Ceramic) Services</b>				
9501	Ceramic jacket crown/Ceramic crown or pontic	R	R	R
9502	Ceramic metal substitute coping	R	R	R
9505	Ceramic Bonded crown or pontic	R	R	R
9507	Post-solder invested joint, per joint	R	R	R
9511	Inlay in porcelain veneer crown	R	R	R
9512	Ceramic, inlay/onlay, bridge retainer	R	R	R
9515	Porcelain shoulder per unit (not applicable to pontics)	R	R	R
9520	Additional fee for crown- & bridge work performed on a movable condyle articulator per unit	R	R	R
<b>Gold and Acrylic Veneer Services</b>				
9521	Full metal crown, MOD, three-quarter crown	R	R	R
9524	Indirect Composite Resin inlay	R	R	R
9525	Class IV, MO, DO, cervical/occlusal inlay	R	R	R
9526	Additional fee for one piece casting of crown or inlay on post	R	R	R
9531	Pin-ledge inlay	R	R	R
9533	Full metal pontic	R	R	R
9535	Abutment thimble cast	R	R	R
9537	Precision lock and rest cast	R	R	R
9538	Lock and rest cast	R	R	R
9539	Casting of rest only	R	R	R
9541	Metal inlay or post, cast direct	R	R	R
9543	Gold/pre-solder invested joint	R	R	R
9545	Cast post with thimble, indirect	R	R	R
9546	Multiple Post	R	R	R
9547	Manufacture cast post and core to existing crown	R	R	R
9549	C.S.P. attachment (Steiger)	R	R	R
9550	Milling milled edge per unit	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9551	Telescope crown	R	R	R
9553	Composite/acrylic veneer crown/pontic, indirect	R	R	R
9557	Composite/acrylic jacket crown, indirect	R	R	R
9559	Composite/acrylic veneer post crown	R	R	R
9560	Indirect Composite Resin Veneer	R	R	R
9561	Composite/acrylic jacket crown, direct	R	R	R
9563	Temporary acrylic/composite crown per unit	R	R	R
9564	Heat formed template supplied to dentist for the manufacture of temporary restorations	R	R	R
9565	Composite/acrylic-facing replaced	R	R	R
9566	Porcelain/ Ceromer facing replaced	R	R	R
9569	Waxing of crown to existing denture	R	R	R
9570	Additional fee for each remake at an agreed quantum of time to be calculated at an hourly rate	R	R	R
<b>Proc D</b>	<b>Orthodontic Appliances</b>			
	<b>The tariffs under this section excludes the tariff for models.</b>			
	<b>The following section includes consumables; however, it excludes materials</b>			
	<b>Orthodontic Services</b>			
9571	Basic charge which includes acrylic base	R	R	R
9572	Basic charge non acrylic base	R	R	R
9573	Additional charge for fitting first expansion screw	R	R	R
9575	Additional fee for fitting subsequent expansion screws	R	R	R
9576	Additional fee for full aclusal bite plate	R	R	R
9577	Additional fee for bite plate anterior	R	R	R
9578	Additional fee for bite plate posterior	R	R	R
9579	Additional fee for fitting tongue guard	R	R	R
9581	Additional fee for flat or inclined plane	R	R	R
9583	Additional fee for Adams Crib	R	R	R
9585	Additional fee for Jackson Crib	R	R	R
9587	Additional fee for ball clasp	R	R	R
9589	Additional fee for single arm clasp	R	R	R
9591	Additional fee for double arm clasp	R	R	R
	<b>Springs</b>			
9593	Additional fee for fitting single loop finger spring	R	R	R
9595	Additional fee for fitting double loop finger spring	R	R	R
9597	Additional fee for fitting Buccal retraction spring	R	R	R
9599	Additional fee for fitting apron spring	R	R	R
9603	Additional fee for fitting coffin spring	R	R	R
9605	Additional fee for fitting Quad Helix	R	R	R
9607	Additional fee for fitting flapper or "T"-spring	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9609	Additional fee for fitting all springs with tubing, each	R	R	R
<b>Arches</b>				
9611	Additional fee for fitting labial arch	R	R	R
9613	Additional fee for fitting buccal arch	R	R	R
9615	Additional fee for fitting Roberts retractor	R	R	R
9617	Invisible Retainer	R	R	R
9619	Additional fee for fitting twin wire arch extra-oral arch	R	R	R
9620	Additional fee Lip bumper	R	R	R
9621	Additional fee for fitting extra-oral arch	R	R	R
9622	Additional fee for fitting space maintainer arch	R	R	R
<b>Welding and Soldering</b>				
9623	Additional fee for each spot-welding joint	R	R	R
9625	Additional fee for each soldering joint	R	R	R
9627	Additional fee for each invested soldering joint	R	R	R
9629	Additional fee for each hook for elastic traction	R	R	R
<b>Mouth Protectors and MYO Functional Appliances</b>				
9631	Mouth protector (gum guard)	R	R	R
9633	Oral Screen	R	R	R
9635	Andresen or Norwegian appliance	R	R	R
9637	Tooth positioner	R	R	R
9639	Gunning splint	R	R	R
9641	Frankel appliance	R	R	R
9643	Chin cap	R	R	R
9645	Bionator	R	R	R
9646	Diagnostic set-up	R	R	R
9647	Snoring Appliance	R	R	R
<b>Fixed Appliances</b>				
9651	Pinched or swaged band with welded attachment (excluding cost of attachment)	R	R	R
9653	Pinched or swaged band with soldered attachment	R	R	R
<b>Additional Services</b>				
9662	Additional fee for each remake at an agreed quantum of time to be calculated at an hourly rate	R	R	R
<b>Materials</b>				
<b>Prosthetic/Restorative Services</b>				
9700	Diatorics 1 X 6/8	R	R	R
9702	Diatorics, odds, anterior	R	R	R
9704	Diatorics, odds, posterior	R	R	R
9706	Cost of Bleaching tray material	R	R	R
9720	Soft base material per denture	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR</b>	<b>BID PRICE FOR</b>	<b>BID PRICE FOR</b>
9722	Acrylic per denture	R	R	R
9724	Cost of precision attachment, per attachment	R	R	R
9726	Preformed Ball or Roach Clasp	R	R	R
9728	Cost of lingual / palatal bar	R	R	R
9729	Cost of mesh strengthener	R	R	R
9730	Cost of pre-fabricated burn-out component, per component	R	R	R
9732	Cost of other attachment components e.g. Nylon caps, sleeves etc	R	R	R
9734	Cost of holder bar and clips, per gram or per clip	R	R	R
9736	Cost of implant components	R	R	R
9738	Cost of preformed strengthener	R	R	R
9739	Additional Charge Gold plating	R	R	R
	<b>Metal</b>			
9740	Cost of gold wire, per gram	R	R	R
9741	Cost of Cobalt Chrome casting alloy	R	R	R
9742	Cost of specialised Cobalt Chrome casting metal e.g Vitallium, Titanium	R	R	R
9744	Cost of precious casting alloy	R	R	R
9746	Cost of semi-precious casting alloy	R	R	R
9748	Cost of non-precious casting alloy	R	R	R
9752	Cost of platinum foil	R	R	R
9754	Cost of gold solder, per gram	R	R	R
9755	Etching for bonding (metal or Ceramic)	R	R	R
9756	Cost of silver solder, per gram	R	R	R
9757	Ceromer material - per unit	R	R	R
9758	Fiber re-enforced material per unit	R	R	R
9760	Composite restoration material	R	R	R
9761	Ceramic material	R	R	R
	<b>Orthodontic Services</b>			
9762	Cost of anterior orthodontic attachment, per attachment	R	R	R
9763	Orthodontic material	R	R	R
9764	Cost of posterior orthodontic attachment, per attachment	R	R	R
9765	Preformed components	R	R	R
9766	Cost of expansion screw, per screw	R	R	R
9767	Soldering material	R	R	R
9768	Cost of buccal tube/transfer tube, per tube	R	R	R
9770	Cost of J-hook, per hook	R	R	R
9772	Cost of lingual buttons, per button	R	R	R
9774	Cost of invisible retainer material	R	R	R
9775	R/A case	R	R	R

<b>Code:</b>	<b>Description</b>	<b>BID PRICE FOR FIRST YEAR</b>	<b>BID PRICE FOR SECOND YEAR</b>	<b>BID PRICE FOR THIRD YEAR</b>
9776	Cost of mouth protector material	R	R	R
9778	Cost of arch wire	R	R	R
9779	Dual laminate material	R	R	R
<b>Precision Attachments and Implant Services</b>				
9780	Positioning and finishing of complete (male and female) prefabricated burn-out attachment	R	R	R
9782	Positioning and soldering of complete (male and female) precision attachment	R	R	R
9783	Implant stent per unit	R	R	R
9784	Alignment of dolder bar and clips	R	R	R
9786	Trimming, waxing and finishing of implant abutment - crown and bridge work only, per abutment	R	R	R
9787	Waxing, milling and finishing of a custom abutment	R	R	R
9788	Implant superstructure (edentulous cases) including placing of preformed parts, per section cast	R	R	R
9789	Finishing of prosthesis on implant structure per arch	R	R	R

**Note: The questionnaire below must be completed in full by replying to each and every question.**

A. Period required for commencement of contract after acceptance of bid  
.....

B. Is offer strictly to specification?  
.....

C. Are you the manufacturer? Please circle your option. YES/NO

D. If not, indicate deviations on attached specification or separate sheet.

E. Period required for delivery. ....

F. Please state packaging offered if applicable. ....

G. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) YES /NO

H. If so, state your VAT registration number .....

I. Are the prices quoted for the service firm for the full contract period?  
.....

J. Is the delivery period firm? Please circle your option. YES/NO

K. Indicate guarantee period .....

L. What is the approximate value of spares carried in stock in South Africa for  
this particular make and model of machine R \_\_\_\_\_

M. If the prices are not firm for the full period please complete form WCBD 3.1/2

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

**DEFINITION OF PRICING STRUCTURES**

For the purpose of this bid the following explanations are provided:

**1. Firm prices**

1.1 Firm prices means **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**

1.2 Firm prices linked to fixed period adjustments, i.e. FIVE tier prices (firm 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year prices), and only subject to the variables indicated in the above paragraph.

1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

**Note:** All claims for rate of exchange must be made **within 60 days of delivery** in order for bidders to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. **Non-firm prices**

**Non-firm prices** are prices **linked to proven adjustments**.

2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

2.2 **In cases where prices are subject to the escalation formula, the following table must be completed.**

**In this category price escalations will only be considered in terms of the following:**

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) P = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. **The following index/indices was/were used to calculate the bid price:**

- 3.1 Index .....dated                      Index .....dated                      Index .....dated
- Index .....dated                      Index .....dated                      Index .....dated

3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**PLEASE NOTE:** Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

\*\*\*\*\*

## PROVINCIAL GOVERNMENT WESTERN CAPE

### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

#### 6. **Definitions**

“**bid**” means a bidder’s response to an institution’s invitation to participate in a procurement process which may include a bid, price quotation or proposal;

“**Bid rigging (or collusive bidding)**” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

“**business interest**” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**“Consortium or Joint Venture”** 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;

**“Controlling interest”** means, 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;

**“Corruption”**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegale, dishonest, unauthorized, incomplete or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything of the, is guilty of the offence of corruption.

**“CSD”** means the Central Supplier Database maintained by National Treasury;

**“employee”**, in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

**“entity”** means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

**“entity conducting business with the Institution”** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

**“Family member”** means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

**“intermediary”** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

**“Institution”** means – a provincial department or provincial public entity listed in

Schedule 3C of the Act;

**“Provincial Government Western Cape (PGWC)”** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. 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.

<b>SECTION A    DETAILS OF THE ENTITY</b>		
	<i>CSD Registration Number</i>	MAAA
	<i>Name of the Entity</i>	
	<i>Entity registration Number (where applicable)</i>	
	<i>Entity Type</i>	
	<i>Tax Reference Number</i>	
<p><i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.</i></p>		





<p><b>C4.</b> Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for facsimile number Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)</i></p>	NO	YES	
<p><b>C5.</b> If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?</p>	NO	YES	N/A
<p><b>C6.</b> Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?</p>	NO	YES	
<p><b>C7.</b> Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	NO	YES	

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

I, ..... hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....  
**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- i. Do you know and understand the contents of the declaration? ANSWER: .....
- ii. Do you have any objection to taking the prescribed oath? ANSWER: .....
- iii. Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- iv. Do you want to make an affirmation? ANSWER: .....

I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....  
.....

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

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**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TOGETHER WITH YOU BID.**

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### INTRODUCTION

The National Industrial Participation Programme (NIP), which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$ 10 million.

or

(b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period, which in total exceeds US\$ 10 million.

or

(c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US\$ 10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

### 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

**3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:
  - Bid/contract number.
  - Description of goods, works or services.
  - Name on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at [elias@thedti.gov.za](mailto:elias@thedti.gov.za) for further details about the programme.

**4. PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:
  - (a) the contractor and the DTI will determine the NIP obligation;
  - (b) the contractor and the DTI will sign the NIP obligation agreement;
  - (c) the contractor will submit a performance guarantee to the DTI;
  - (d) the contractor will submit a business concept for consideration and approval by the DTI;
  - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - (f) the contractor will implement the business plans, and
  - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

Bid number:	<b>WCGHCC068/2023</b>	Closing date:	<b>31 March 2023</b>
Name of bidder:	.....		
Postal address:	.....		
Signature:	.....	Name in print:	.....
Date:	.....		

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TRO PREFERENCE POINTS

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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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### 1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** - means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** 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;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **"Proof of B-BBEE status level contributor"** means –
  - (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **“Tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **“Tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
  - The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
  - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
  - (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the ..... preference points system shall be applicable; or
  - (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.  
*(Delete whichever option is not applicable to this bid)*
- 2.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS	
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	100	100

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:  
 (a) points out of **80/90** for **price**; and  
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

### 4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

#### 4.1 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{80/20} \qquad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{90/10}$$

Where

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

$P_t$  = Price of bid under consideration

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

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

90/10

$$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Where

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

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.

6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

**8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5**

- 8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

***(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).***

**9. SUB-CONTRACTING**

9.1 Will any portion of the contract be sub-contracted? *(delete which is not applicable)* **YES/NO**

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub-contracted.

**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

- 10.4 Type of company/firm (Select applicable option)
- Partnership/Joint venture consortium
  - One-person business/sole propriety
  - Close corporation
  - Public company
  - Personal liability company
  - (Pty) Ltd
  - Non-profit company
  - State-owned company

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
  - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

# Annexure A

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### NOTES

The purpose of this document is to:

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

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

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

## 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 anything 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.

## General Conditions of Contract

### 1. Definitions

- 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.

## General Conditions of Contract

- 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.

## General Conditions of Contract

### 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

## General Conditions of Contract

- 8. Inspections, tests and analyses**
- 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.

## General Conditions of Contract

- 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

## General Conditions of Contract

### 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. Payment will be processed upon receipt of:
  - Pathway form signed by patient, Facility Manager & supplier
  - Invoice
  - Monthly statistics
- 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.

## General Conditions of Contract

- 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 contract 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.

## General Conditions of Contract

### 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.

## General Conditions of Contract

### 23. Termination for default`

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 purchaser 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 purchaser or the purchaser 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

## General Conditions of Contract

- 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.

## General Conditions of Contract

- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## General Conditions of Contract

### 34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.