



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

BID NUMBER: WCGHCC0053/2026

CLOSING DATE: 27 MAY 2026

CLOSING TIME: 11:00 AM

WCGHCC0053/2026: RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITHCHELL'S PLAIN ORAL HEALTH CENTRES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE-YEAR PERIOD

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:

MANDATORY - 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 Monday to Friday from 07:30 am to 16:00 pm (excluding public holidays). Please contact Onako Sobantu during office hours for directions should you have any difficulty finding the building.

MANDATORY - Bidders are also required to submit a **soft copy** of the **Completed Bid Document** in a **USB format**. Should the electronic copy **differ** from the **hard copy**, the hard copy will supersede the **electronic copy**.

DEPUTY DIRECTOR: SUPPLY CHAIN SOURCING
DATE: 28 April 2026

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1).....
SIGNED

2).....
SIGNED

Supplier Database Registration for Formal Competitive and Limited Bidding

All Bidders must be 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*.

Central Supplier Database	
Self-registration	www.csd.gov.za (<i>self-registration only</i>)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

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.

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. Bidders are further required to complete the attached **form WCBD4**. 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 registered on the **Central Supplier Database**.

YES/NO

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1)..... 2).....
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SECTION 1: INTRODUCTION

THIS BID IS DUE AT **11:00 AM on WEDNESDAY, 27 May 2026**

VALIDITY EXPIRES ON **27 August 2026 (90 DAYS)**

1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

SECTION	DESCRIPTION
	Table of Contents
Section 1	Introduction: including abbreviations and acronyms, queries, scope, bid submissions, and timeline
Section 2	Bid Conditions and Conditions of Contract: Including: preferential procurement, rights of parties, Bid Documents, supplier database registration, mandatory documentation, prequalification criteria, briefing session (if applicable) and acceptance of bid.
Section 3	Special Conditions of Contract (SCC): to be read with Section 9: GCC and Section 6: Terms of Reference
Section 4	Offer by the Bidder
Section 5	Invitation to Bid (WCBD 1)
Section 6	Terms of Reference: To be read with Section 3: SCC and Section 9: GCC
Section 7	Pricing Schedule (WCBD 3.1): To be read with Section 3: SCC and Section 9: GCC
Section 8	Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination (WCBD 4)
Section 9	National Industrial Participation (WCBD 5)
Section 10	Preference Point Claim Form (WCBD 6.1) and a description of abuse by means of 'fronting'.
Section 11	General Conditions of Contract (GCC): to be read with Section 3: SCC
Section 12	Annexure B - OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

The following abbreviations and acronyms, used throughout this document, shall have the following meaning:

CSD	Central Supplier Database
DOH	Department of Health
ROE	Rate of Exchange
SAHPRA	South African Health Products Regulatory Authority
WCDB	Western Cape Bidding Document
WCGH	Western Cape Government Health
ZAR	South African Rand

1.3 QUERIES

- 1.3.1 All queries or questions shall be directed to the appropriate officials, as shown below before end of business **Friday, Friday, 15 May 2026**. The Department will respond to all queries and questions before end of business **Wednesday, 20 May 2026**.

Contact	Email	Telephone
Riaan Meyer	Riaan.Meyer@westerncape.gov.za	021 834 9018

- 1.3.2 Bidders should not rely on any information other than that supplied in these documents or other written information supplied by the officials listed in the table above.

Bidders to please sent an email to Riaan.Meyer@westerncape.gov.za when downloading the Bid Document from the Etenders Portal for record or any communication purposes and provide the following details via email:

NAME OF COMPANY : _____
CONTACT PERSON : _____
PHONE NUMBER : _____
E-MAIL ADDRESS : _____

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1.4 SCOPE

- 1.4.1 The Western Cape Department of Health and Wellness (hereafter referred to as 'the Department') invites Bidders to submit bids for the provision of **Dental Laboratory Services** for a period of 3 years.

- 1.4.2 These Goods/services are to be provided in a healthcare environment and will be subject to all relevant regulatory requirements applicable to the healthcare sector throughout the duration of the contract.

1.5 INVITATION TO BID

The invitation to bid will be published on the National Treasury website:
<https://www.etenders.gov.za/Home/opportunities?id=1>.

1.6 SUBMISSION OF BIDS

- 1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing date and time at **11:00AM on FRIDAY, 27 MAY 2026**.

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

(M9 building) on premises of Karl Bremer Hospital

This building is situated at the Junction c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open **MONDAY to FRIDAY from 07:30 am to 16:00 pm**

- 1.6.2 **Late bid submissions will not be accepted for consideration.**

- 1.6.3 By the time of bid closing, Bidders are required to submit a **hard copy** of all documents, including all pages of this bid document, all its annexures and any requested or supplementary information provided by the bidder in response to this call for bids.

- 1.6.4 Bidders are also required to submit a **soft copy** of the **Completed Bid Documents** in a **USB format**. Should the electronic copy **differ** from the hard copy, the **hard copy** will supersede the **electronic copy**.

- 1.6.5 Bids submitted by **telegram, telex, fax or email** will not be considered.

- 1.6.6 Bidders are advised to refrain from soliciting the advice of the **Security Personnel** on duty should there be any uncertainty regarding the location of the Department's bid box. Any queries in this regard should be posed to the **official listed in table. 1.3.1**.

SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

- 2.1.1 This bid is subject to:
- the General Conditions of Contract (GCC);
 - any other Special Conditions of Contract (SCC);
 - the application of the **80:20** Preferential Procurement Points System;
 - the provisions outlined in this Section 2.
- 2.1.2 The aforementioned conditions form part of the bid and failure to comply herewith may invalidate a bid.
- 2.1.3 **Order of Precedence:**
- 2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.
- 2.1.3.2 The SCC supplements the GCC.
- 2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.
- 2.1.4 In this document words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- 2.1.5 Offers are to be valid for **90 Calendar Days** from the closing date of bid.
- 2.1.6 Notwithstanding the above, **additional bidders** may be considered for award, over the duration of the terms of the bid subject to full compliance with the prescribed accreditation requirements. Such consideration shall not constitute a replacement of any service provider already awarded under this process but may be exercised in circumstances where no suitable bidder was previously appointed, or where an existing service provider has subsequently failed to maintain the requisite accreditation or compliance status.
- 2.1.7 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 7. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

2.2 RIGHTS OF THE PARTIES

- 2.2.1 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. Conversely, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.
- 2.2.2 The Department reserves the right, at its sole discretion, to:
- a) withdraw any services, in whole or in part, from the scope of this bid, prior to the award of the bid;
 - b) terminate any party's participation in the bid process for non-compliance with bid requirements that are both material and mandatory;
 - c) accept or reject any response to this invitation to bid without liability to any party;
 - d) amend the bid process, including its closing date or any other date within its scope, on reasonable notice to bidders and at its sole discretion;
 - e) cancel the bid or any part of the bid before the bid has been awarded, if:
 - i. Due to changed circumstances, there is no longer a need for goods or services specified in the invitation.
 - ii. Funds are no longer available to cover the total envisaged expenditure.
 - iii. No acceptable tender is received.
 - iv. There is a material irregularity in the tender process.
 - f) not accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department; and
 - g) reject all responses submitted and to embark on a new bid process.
- 2.2.3 The decision to cancel or amend the tender invitation shall be published in the same way that this tender invitation was advertised.
- 2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

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2.6 EVALUATION PROCESS - This Bid will be evaluated as follows:

2.6.1 **Phase 1:** Strict compliance to all **Compulsory Conditions** of the bid will be checked as part of **Phase 1**. Bidders who **do not comply** with all compulsory bid conditions will not proceed to Phase 2 of the evaluation phase of this bid.

2.6.2 **Phase 2:** Agreement to all **Conditions of Contract** will be checked as part of **Phase 2**. Bidders who **do not agree** to all the Conditions of Contract will not proceed to **Phase 3** of the evaluation phase of this bid.

2.6.3 **Phase 3:** Application of points for price and BEE status in accordance with the Terms of the Preferential Procurement Regulations 2022 and the Western Cape Government's interim strategy as it relates to preference points, to determine the highest total points scored by a bidder.

2.7 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION (Applicable to all bidders)

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

2.7.2 In instances where a **preferred** 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.

2.7.3 All prospective unregistered bidders are invited to self-register on the CSD on www.csd.gov.za such **registration is to be completed at the time of bid closing**.

2.7.4 All **bidders who are already registered on the CSD** are advised to confirm their registration status on www.csd.gov.za before submitting their bid.

2.7.5 Assistance with the registration process can be sought by contacting the Department's e-Procurement Helpdesk at: SCM.eProcurementDOH@westerncape.gov.za.

2.8 AWARD

The Department reserves the right to award the Services in part or in whole and will determine the award of the bid to the Service Provider, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points. The Service Provider will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

Bidders are advised to ensure that they are fully familiar with nature and extent of the obligations to be accepted by them if their bid is accepted.

2.9 CONTACT DETAILS

Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name & Surname:

Designation:

Telephone no with area code:

Fax no:

Cell phone no:

Email address:

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SECTION 3: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract form part of the Contract which will be concluded between the Department and the Service Provider. By submitting a bid in response to this call for submissions, Bidders accept all the Special Conditions listed herein. The Special Conditions of Contract are to be read as incorporating all provisions in all sections of this bid, and, together with the General Conditions of Contract, constitute the full bid.

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3.1 DEFINITIONS

For purposes of this Bid Document:

- words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- terms defined in the GCC are used through this document.

3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

The Bidder may not assign, cede, transfer, sell or alienate in any way this Contract or any part thereof to any other person or company without prior written approval from the Department for the Contract period as stipulated in the GCC.

The Bidder may only appoint subcontractors as identified in the WCBD 6.1 in Section 10 of this document and must seek written approval from the Department prior to implementing any change to its subcontractor agreements.

The Department will have no contractual relationship through this Contract with any subcontractor appointed by the Bidder. However, any subcontractor appointed by the Bidder shall be subject to all Departmental policies, strategies, rules, laws and regulations.

The Bidder will be exclusively responsible for contractual compliance by any subcontractor. This includes the delivery of services, all damage caused by a sub-contractor, and the management and payment of any subcontractor appointed to deliver the services.

3.3 WARRANTY

The Bidder warrants that the goods supplied under the contract are new, unused and of the most recent or current models, and incorporating all recent improvements in design and materials, unless provided otherwise in the contract; or

The Bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship, or from any action/omission of the Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the Republic of South Africa. Where goods are required to be adapted for the Department's needs, the Bidder shall provide the same warranty.

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.

The Department shall promptly notify the Bidder in writing of any claims arising under warranty.

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

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

3.4 DELIVERY AND DOCUMENTS

Delivery of all goods/services shall be made by the Service Provider in accordance with the terms specified in the GCC.

Bidders will be obliged to deliver service in accordance with the Department's delivery conditions in the WCBD 3.1 (bid specification). A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states:

- (i) *It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.*
- (ii) *However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. ...If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request.*

3.5 PRICES

Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs and applicable taxes, i.e. **prices shall be quoted VAT inclusive.**

Different bid price structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid either:

- a) fix bid prices for various periods (three tier prices: year 1, 2 and 3), subject to the applicable variations; or
- b) bid only one price (a flat rate) for all three years, subject to ROE only.

3.6 FIRM PRICES (SEE WCBD 3.1, PARAGRAPHS 1.1-1.3)

Prices subject to ROE variations are deemed **firm**. Where the bid prices will be affected partially or as a whole by a ROE variations and bidders are not in a position to absorb the effect, bids at prices subject to ROE will be considered. In the absence of any indication of exchange variation, bidders accept that no adjustment because of ROE variation may be claimed.

No ROE claims will be considered within the **first 3 months** of the contract period, and after that, claims will only be considered monthly. Only ROE claims made within 60 days of delivery will be considered.

If items with wholly or partially imported content are offered, confirm whether prices are subject to ROE variations. (Please circle your option). YES / NO

If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1 paragraph B.

- a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding is determined **10 days** before bid closing, **12 May 2026.**
- b) The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the maximum percentage of imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.
- c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

3.7 NON-FIRM PRICES (SEE WCBD 3.2, PARAGRAPHS 2 & 2.1)

If prices are not firm; bidders are required to submit full particulars of the basis on which changes in contract prices will be calculated (details on form WCBD 3.2).

No price adjustments will be considered within the first 3 months of the contract period, and after those adjustments will only be considered quarterly.

3.8 STATEMENT OF SUPPLIES AND SERVICES

3.8.1 Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.

3.9 NATURE OF AWARD

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

3.10 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**

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3.11 PRICES

Bid prices shall be quoted **nett** and **VAT INCLUSIVE**. Bidders intending to quote a price less a discount must deduct the discount and then insert the nett bid price in the space provided.

3.12 FIRM PRICES (SEE WCBD 3.1; PARAGRAPHS 1.1-1.3)

Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.

3.13 For bid purposes, the Department considers prices subject to exchange rate variations as firm. Where the prices of supplies offered will be affected as a whole or partially by a variation in exchange rates and bidders are not in a position to absorb the effect, bids at prices subject to exchange rate variations will be considered. In the absence of any indication of exchange variation, it will be accepted that no adjustment as a result of exchange rate variation will be claimed.

3.14 No adjustments will be considered, however, before **3 months** of the contract period have expired, and after that adjustments will be considered at the utmost FIVE monthly. Only exchange rate claims made within 60 days of delivery will be considered.

3.15 If supplies/items with a wholly or partially imported content are offered, please indicate whether prices are subject to exchange rate variations. **(Please circle your option):** **YES / NO**

3.16 If **yes**, the following particulars in respect of each of the applicable items must be provided in the attached **WCBD3.2**, paragraph B.

3.17 The rate of exchange used in the conversion of the price of the supply/item to South African currency at the time of bidding:

NOTE: For the purpose of this bid, please use rates applicable 10 days before bid closing, on Friday, 15 May 2026

3.18 The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the maximum percentage imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.

3.19 Please note that if the ZAR should strengthen against the foreign currency, the Department reserves the right to claim such monies from the contractor.

3.20 PAYMENT

3.20.1 In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

3.21 CONTACT DETAILS

3.21.1 Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name & Surname :
Designation :
Telephone no with area code :
Fax no :
Cell phone no :
Email address :

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SECTION 4: OFFER BY THE BIDDER

4.1 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.

4.2 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 conditions in this document and the B-BBEE Certificate issued by a Verification Agency accredited by the South African Accreditation Systems (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, 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 a letter of acceptance by the Department;
- 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:

4.3 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.

4.4 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.

4.5 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.

4.6 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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Phase 1: Compulsory Conditions of Bid

Each bidder must indicate with an “X” in **Table 1** below whether it complies with the compulsory conditions of the bid (to the extent that such conditions are applicable to its bid). Bid documentation must be supported with the evidence set out for each of the requirements indicated in Table 1 below. In the event that a bidder does not or fails to indicate with an “X” whether it complies with the compulsory conditions of the bid set out in Table 1 below that apply to its bid, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in Table 1 below. Any bidder that **does not comply** with the compulsory conditions of bid applicable to its bid, and/or any bidder that does not provide the evidence requested below in respect of its bid, **will not** proceed to the evaluation phase of this tender process.

Table 1: Compulsory Conditions of Bid

No	Compulsory Conditions of bid	Compliance		
		Comply	Do Not Comply	Refer to page and paragraph no in bid proposal
1.	Documentary Evidence required: Submission of all applicable documentary evidence requested throughout this bid document and documents listed in the following paragraphs:			
1.1	Bidders must complete and submit all the MANDATORY WESTERN CAPE BID DOCUMENTS, where applicable as per paragraph 2.5 of the Special Conditions of Contract.			
1.2	Bidders must submit a fully completed WCBD3.1 document.			
1.3	Each bidder must be registered on the Central Supplier Database (CSD) at the time of Bid Closing as per paragraph 2.7.			
1.4	ISO13485 certification All bidders are required to provide a valid copy of their ISO 13485/2016 - Quality Management for Medical Devices Certificate.			
1.5	Valid certified copy of Certificate of Practice Registration.			
1.6	All personnel must be qualified and be duly registered as a professional with the SADTC (South African Dental Technicians Council) . Evidence of, SADTC (South African Dental Technicians Council) of all personnel who will be engaged in the provision of the Services to be provided.			
1.7	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.			
2	Manufacture / Supply Agreement			
2.1	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.			
3	Experience			
3.1	The bidding company must have at least 3 years' experience in providing Dental Laboratory services and the company is required to provide reference letter/s and list of services that was completed, as proof.			
4.	Letter of Authorisation			
4.1	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.	Location			
5.1	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. Bidders to provide proof of address.			

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Phase 2: Conditions of Contract

Each bidder must indicate with an “X” in **Table 2** below if it agrees with the following conditions of contract (which conditions shall form part of the contract contemplated herein). The conditions of contract included below shall apply to all services provided pursuant to these Terms of Reference. Each bidder must include in its bid a signed and completed copy of Table 2 below (i.e. a completed copy of Table 2 with a signature of an authorised representative of the bidder on each page comprising Table 2). In the event that a bidder does not or fails to indicate with an “X” whether it agrees with a particular condition of contract set out in Table 2 below or unless the bidder's agreement with that condition of contract is clear from the bid itself, it will be assumed that the bidder does not agree with the condition of contract concerned. **Failure on the part of a bidder to agree to all conditions of contract** set out in Table 2 below or to submit as part of its bid a signed and completed copy of Table 2, **will lead to disqualification** of that bidder's bid.

Table 2: Conditions of Contract

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
1.	The Department reserves the right to request site visits at the bidder's facility/ies.		
2.	During this site visit the bidder's capacity and equipment will be verified.		
3	BIDDER'S PERSONNEL AND USE OF SUBCONTRACTORS		
3.1	The successful Bidder shall make use of its own trained, qualified and duly registered staff to perform the Services.		
3.2	The successful Bidder will be required to ensure that all or relief personnel maintain their 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.		
3.3	Contractor staff are to respect Departmental patients' legal rights to privacy and confidentiality.		
3.4	Strict adherence and compliance to the POPI Act 2021 .		
3.5	All personnel are expected to adhere to the code of conduct applicable to their profession.		
3.6	The Bidder may not subcontract any part of the Services, unless disclosed in the WCBD6.1 as part of the Bidder's submission.		
4.	CHANGES TO BIDDER'S OPERATIONAL OR ORGANISATIONAL STATUS		
4.1	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.		
4.2	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.		
4.3	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.		
5.	RIGHT TO AUDIT		
5.1	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.		

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The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

6.	Quality						
6.1	All dental laboratory work should be clinically acceptable .						
6.2	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.						
6.3	Infection Control and Disinfection protocols will be done by the client.						
6.4	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.						
7.	Time frames						
7.1	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.						
8.	Delivery						
8.1	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 .						
8.2	Delivery charges must be included in the cost of the procedure; no additional delivery charges will be accepted.						
9.	Penalties						
9.1	Deductions and penalties will be levied against the Contractor for services not rendered in accordance with the contract. The Contractor will be penalised for the following violations: <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Violation</td> <td style="width: 40%;">Penalty</td> </tr> <tr> <td>Late delivery of service</td> <td>10% per item per day</td> </tr> </table>	Violation	Penalty	Late delivery of service	10% per item per day		
Violation	Penalty						
Late delivery of service	10% per item per day						
10.	Payment						
10.1	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.						
10.2	Valid invoices will be settled within 30 days after receipt.						

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

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11.	QUANTITIES		
11.1	Orders will be placed solely based on Institutional requirements, to be rendered as needs are identified.		
11.2	Quantities displayed in this bid document are estimates, based on historic usage and every attempt has been made to be as accurate as possible, but these estimated quantities are not a guaranteed purchasing volume.		
11.3	Natural disasters, financial instability and/or any other socio-economic event/s could influence the Department's need for the products awarded against this bid.		
11.4	Unless explicitly stated, the quantities are also not to be divided in order to assume a weekly/monthly/quarterly or annual order quantity.		
11.5	No minimum order quantities shall apply under any circumstances.		
12.	The Dental laboratory must provide services in at least one of the required Dental Technology disciplines, namely,		
12.1	<p>Procedure A: Prosthetics- Acrylic complete dentures and Partial Dentures.</p> <p>Procedure B: Metal chrome cobalt.</p> <p>Procedure C: Crown and Bridge- All aspects of Crown and Bridge, especially All Ceramics, pressable ceramics including veneers and full crowns, in-lays and on-lays</p> <p>Procedure D: Orthodontics-Ability to manufacture all functional and specialized appliances and Bite Planes.</p> <p>Procedure E: Digital dental technology procedures</p>		
14.	Negotiations		
14.1	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.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

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SECTION 7: PROCEDURES AND PRICING SCHEDULE

Procedures and Pricing Schedule

WCBD 3.1

RENDERING OF DENTAL LABORATORY SERVICES TO TYGERBERG AND MITHCHELL'S PLAIN ORAL HEALTH CENTRES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE-YEAR PERIOD

NAME OF BIDDER: _____

BID NUMBER: **WCGHCC053/2026**

CLOSING TIME: **11:00 AM ON 27 May 2026** OFFERS SHALL BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

**The following items include consumables; however, it excludes materials.
Applicable to all Procedures**

<u>Code:</u>	<u>Description</u>	<u>Prices inclusive of Vat:</u>		
		<u>BID PRICE FOR FIRST YEAR</u>	<u>BID PRICE FOR SECOND YEAR</u>	<u>BID PRICE FOR THIRD YEAR</u>
Preparatory Work				
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

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Code:	Description	BID PRICE FOR FIRST YEAR	BID PRICE FOR SECOND YEAR	BID PRICE FOR THIRD YEAR
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
Proc A	Prosthetic Services Using Acrylic			
	The tariff under this section excludes the fees for models and occlusion blocks.			
	The following section includes consumables; however, it excludes materials			
	Full Dentures			
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
	Partial Dentures			
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

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Code:	Description	BID PRICE FOR FIRST YEAR	BID PRICE FOR SECOND YEAR	BID PRICE FOR THIRD YEAR
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
Repair Service				
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
Additional Services				
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

Code:	Description	BID PRICE FOR FIRST YEAR	BID PRICE FOR SECOND YEAR	BID PRICE FOR THIRD YEAR
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
Proc B	Cobalt Chrome / Gold Prosthetic Services			
	The tariffs under this section excludes the tariff for models.			
	The following section includes consumables; however, it excludes materials			
	Full Metal Dentures			
9451	Metal base for full upper or full lower denture each	R	R	R
	Partial Metal Dentures			
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

Code:	Description	BID PRICE FOR FIRST YEAR	BID PRICE FOR SECOND YEAR	BID PRICE FOR THIRD YEAR
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
Proc D	Orthodontic Appliances			
	The tariffs under this section excludes the tariff for models.			
	The following section includes consumables; however, it excludes materials			
	Orthodontic Services			
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
	Springs			
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

Code:	Description	BID PRICE FOR FIRST YEAR	BID PRICE FOR SECOND YEAR	BID PRICE FOR THIRD YEAR
9609	Additional fee for fitting all springs with tubing, each	R	R	R
Arches				
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
Welding and Soldering				
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
Mouth Protectors and Make Your Own (MYO) Functional Appliances				
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
Fixed Appliances				
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
Additional Services				
9662	Additional fee for each remake at an agreed quantum of time to be calculated at an hourly rate	R	R	R
Materials				
Prosthetic/Restorative Services				
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

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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 dolder 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
	Metal			
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
	Orthodontic Services			
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

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<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>
9776	Cost of mouth protector material	R	R	R
9778	Cost of arch wire	R	R	R
9779	Dual laminate material	R	R	R
Precision Attachments and Implant Services				
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
Lab Codes for Digital and CAD/CAM Procedures				
9500	Printing of full arch models	R	R	R
9513	Digital designing of full arch model	R	R	R
9584	Digital designing of study model per unit/tooth	R	R	R
9519	Digital designing of soft tissue per tooth covered	R	R	R
9514	Digital designing of crown & bridge model with 1-3 dies	R	R	R
9516	Digital designing of crown & bridge model with multiple dies	R	R	R
9338	Digital designing of denture bases	R	R	R
9332	Printing of denture bases	R	R	R
9344	Milled denture base	R	R	R
9340	Digital designing of denture teeth per tooth	R	R	R
9336	Printing of denture teeth	R	R	R
9454	Digital designing of Co/Cr framework	R	R	R
9452	Printing of metal framework	R	R	R
9492	Sintering of metal framework	R	R	R
9493	Milling of metal framework	R	R	R
9494	Casting of milled burn-out framework	R	R	R
9791	Milled metal Co/Cr bar per unit	R	R	R
9792	Milled titanium bar per unit	R	R	R
9550	Milling Milled edge shoulder per unit crown	R	R	R
9504	Printing of crown & bridge model with multi die	R	R	R
9506	Printing of provisional crown	R	R	R
9508	Printing of gingival tissue	R	R	R

9509	Printing of castable objects patterns for casting	R	R	R
9534	Milled of wax pattern per unit	R	R	R
9522	Milled zirconia ceramic full contour crown	R	R	R
8409	Crown - ceramic.	R	R	R
9523	Milled zirconia ceramic coping	R	R	R
9527	Milled metal crown per unit	R	R	R
9528	Milled metal coping per unit	R	R	R
9529	Milled PMMA resin crown per unit	R	R	R
9582	Digital Designing of biteplate orthodontic appliance	R	R	R
9580	Printing of biteplate orthodontic appliance	R	R	R
9632	Milled biteplate orthodontic appliance	R	R	R
9783	Implant stent guide per unit	R	R	R
9781	Designing of implant stent per implant	R	R	R
9510	Printing of implant stent per implant	R	R	R
9793	Milled implant stent guide per unit	R	R	R
9785	Designing of surgical guide	R	R	R
9510	Printing of surgical guide per unit	R	R	R
9790	Milled zirconia implant structure per implant	R	R	R
9794	Milled implant abutment per unit	R	R	R
9536	Milled LI/SI (lithium disilicate) per unit	R	R	R
9703	Cost of full arch model resin	R	R	R
9705	Cost of half arch model resin	R	R	R
9707	Cost of hard bite plate resin	R	R	R
9708	Cost of soft bite plate resin	R	R	R
9709	Cost of denture base resin	R	R	R
9710	Cost of temp provisional crown resin per unit	R	R	R
9711	Cost of tissue resin	R	R	R
9712	Cost of castable resins	R	R	R
9713	Cost of multilayer zirconia ceramic	R	R	R
9714	Cost of monolithic zirconia ceramic	R	R	R
9715	Cost of PAEK material per unit	R	R	R
9716	Cost of PMMA Resin material per unit	R	R	R
9717	Cost of titanium material per unit	R	R	R
9718	Cost of Co/Cr material per unit	R	R	R
9719	Cost of injection moulding material	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?

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- 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 3.2**

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

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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 Indexdated Indexdated Indexdated
- Indexdated Indexdated Indexdated

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PROVINCIAL GOVERNMENT OF 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), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, 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. 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).

3. 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;

“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;

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“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;

“RWOPS” means —

Remunerative Work Outside the Public Service

“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;

4. 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.

5. 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.

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6. 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; or failed to perform on any previous contract.
7. 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.
8. 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes, complete Table C)	NO	YES
------------	---------------------------------------------------------------------------------------------------------------------	----	-----

TABLE C

C2. Complete the table below to the maximum of the last 5 contracts

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICE OR COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
------------	------------------------------------------------------------------------------------------------------------------------------------------------	----	-----

C4.	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? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i>	NO	YES
------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	-----

C5.	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?	NO	YES
------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	-----

C6.	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)?	NO	YES
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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, _____ hereby swear/affirm;

- i that the information disclosed above is true and accurate;
- ii that I understand the content of the document;
- iii that the entity undertakes to arrive independently 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, EST QTY, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv that the entity or its representative is aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

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:

1.1 Do you know and understand the contents of the declaration?

ANSWER: _____

1.2 Do you have any objection to taking the prescribed oath?

ANSWER: _____

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me 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: _____

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SECTION 9**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

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

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).

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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 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:	WCGHCC0053/2026	Closing date:	27 May 2026 @ 11:00AM
Name of bidder:		
Postal address:		
Signature:	Name in print:
Date:		

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SECTION 10

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

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

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 –
- The B-BBEE status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - 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 **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference points system shall be applicable.
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.

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- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	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** for **price**; and
- (b) 0 points out of **20** 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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \qquad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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WCBD 6.1

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

Where

90/10

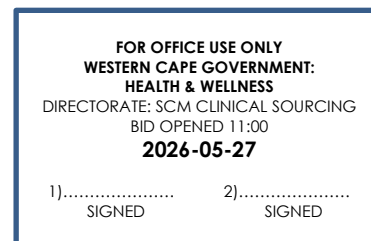
$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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 (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)

(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.

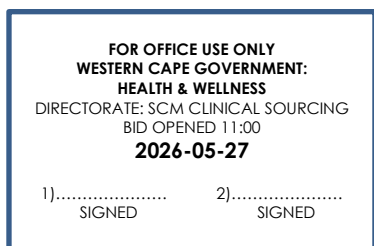
10. DECLARATION WITH REGARD TO COMPANY/FIRM

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.

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Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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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.

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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.

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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
- 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.

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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

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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.

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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

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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.

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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 EST QTY 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.

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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.

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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

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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.

19. Settlement of disputes

- 19.1 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.
- 19.2 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.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 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.

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- 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.

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34. Prohibition of Restrictive practices

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

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Section 12
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

ANNEXURE B

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER CALLED THE "WCDOHW")

AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing
..... as an employer

The Contractor acknowledges that it is an employer in its own right, and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

The Contractor undertakes to:

Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.

Provide a written Health and Safety Policy applicable to the work performed.

Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.

Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.

ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of WCDOHW

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