

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

BID NUMBER: **WCGHCC0021/2024**

CLOSING DATE: **03 JULY 2024**

CLOSING TIME: **11:00**

SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF A CONE BEAM CT SCAN FOR TYGERBERG ORAL HEALTHCARE UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, AND WELLNESS OF THE WESTERN CAPE GOVERNMENT.

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" SITUATED AT: Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to 17:00 pm (excluding weekends and public holidays). Please contact Mr Jared Becker during office hours for directions should you have any difficulty finding the building

1. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
2. The 80:20 Preferential Procurement Points System is applicable to this bid.
3. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations
4. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr Jared Becker** at 021 834 9019 or **Ms Rochelle Hardnick** at 021 834 9017 for assistance. No names of bidders or prices will be read out at the time of closing.
5. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
6. 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

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7. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.

8. Please refer all technical/specification enquiries to:
Mr Robert Swart
Email: Robert.Swart@westerncape.gov.za
Tel: 044 802 4562



Mr AE Jacobs

Deputy Director: Supply Chain Sourcing

Date: 04 June 2024

Supplier Database Registration for Formal Competitive and Limited Bidding

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

The Central Supplier Database (CSD, national)

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

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za
Contact Telephone	(021) 483 0582

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.

Bidders who are not duly registered on the database at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.

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 the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. 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 and Wellness (WCGHW) for the consideration of formal bids.

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

YES/NO

SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION

A valid original and or, certified copy of a SAHPRA licence as a manufacturer, distributor or wholesaler of medical devices and IVDs must be provided for all items in this bid except for those where it is specifically stated in the specification that it is not a requirement. A valid, certified copy of an MCC certificate may also be considered.

General contact information;

- Tel: (012) 501 0300
- Email: enquiries@sahpra.org.za
- Business hours – Monday to Thursday: 08h30 – 15h15; Friday: 08h30 – 12h00 – excludes public holidays
- Documents should be dropped off at Reception only.
- All visitors to report to the main reception on the 2nd Floor (Heading office).

Postal Address;

South African Health Products Regulatory Authority
Private Bag X828
Pretoria
0001

No proof of application for registration will be accepted, as communicated by SAHPRA here: <http://www.sahpra.org.za/wp-content/uploads/2020/07/MD004-EXTENSION-Use-of-Acknowledgement-Letter-in-Lieu-of-Licence-v1-31032020.pdf>

MANDATORY WESTERN CAPE BID DOCUMENTS

Bidders must complete all of the following mandatory Western Cape Bid Documents:

Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name	Page No.
WCBD 1	Offer by the Bidder	Pg. 9
WCBD 1	Invitation to Bid (Part A & B)	Pg. 10 - 12
WCBD 3.1	Pricing Schedule	Pg. 32
WCBD 4	Declaration of Interest	Pg. 37 - 44
WCBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and in terms of the Western Cape Governments Interim Strategy as it relates to Preference Points	Pg. 45 - 52

SPECIAL CONDITIONS

**THIS BID IS DUE AT 11:00 ON 03 JULY 2024
VALIDITY EXPIRES ON 01 OCTOBER 2024 (90 DAYS)**

1. DELIVERY LOCATIONS

1.1 The equipment is required for delivery at **Tygerberg Oral Healthcare Centre** under the control of the Department of Health, Western Cape Government (refer to address on page 8).

2. MANDATORY REQUIREMENTS

2.1 Acceptance of all conditions of contract and specifications stated in this Bid document.
2.2 Registration on Central Supplier Database (CSD); and
2.3 Bidders may not be listed on the National Treasury's Database of Restricted Suppliers; and
2.4 Bidders may not be listed on National Treasury's Register for Defaulters.

3 MANUFACTURE / SUPPLY AGREEMENT

3.1 If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) against this bid, and that if you are awarded this bid, they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health for the period indicated in the bid document.

4 TESTING AND INSPECTION

4.1 Where testing and/or inspection, by a testing organization, are a condition of bid, paragraph 8 of the General Conditions of Contract will apply.

5 MANUFACTURING STANDARDS

5.1 If your company uses more than one manufacturer, valid, certified copies of manufacturing standards for each facility and country where products are manufactured or from where they are sourced must be included in your bid documents, please.

6 DELIVERY

6.1 Products shall be delivered within 28 to 42 days of receipt of the order. The supplier shall ensure the integrity of the goods while in transit.

6.2 Bidders will be obliged to deliver stock 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."

6.3 Is the delivery period firm? (Please circle your option)

YES / NO

7 STATEMENT OF SUPPLIES AND SERVICES

7.1 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.

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8 CLINICAL EVIDENCE

- 8.1 The Department reserves the right to request clinical evidence of any product or medical device if and when required.
- 8.2 Bidders/contractors must ensure that these documents are readily available upon request by the Department of Health's Head Office. Failure to produce these documents will invalidate your bid/contract.

9 PRICES

- 9.1 All prices quoted must include free delivery to Tygerberg Oral Healthcare Centre as indicated in paragraph 1.
- 9.2 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. Bidders, who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule, please:

Discount on individual orders of:

R1 000 – R5 000 in value%
Over R5 000 – R10 000 in value%
Over R10 000 in value%

FIRM PRICES (SEE WCBD3.1/2; PARAGRAPHS 1.1-1.3)

- 9.3 Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.
- 9.4 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 fixed bid prices for various periods (FIVE tier prices/year 1, and 2), subject to the applicable variations or bid only one price (a flat rate) for TWO years, subject to Rate of Exchange (ROE) only.
- 9.5 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.
- 9.6 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.
- 9.7 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
- 9.8 If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1/2, paragraph B.
- 9.9 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 Sunday, 23 June 2024

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- 9.10 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.
- 9.11 Please note that if the ZAR should strengthen against the foreign currency, the Department reserves the right to claim such monies from the contractor.

NON-FIRM PRICES (SEE WCBD3.1/2, PARAGRAPHS 2 & 2.1)

- 9.12 If prices are not firm, please submit full particulars of the basis on which changes in contract prices will be calculated. (Please see details on form WCBD3.1/2 further on).
- 9.13 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.

10 PAYMENT

- 10.1 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.
- 10.2 Payment shall be 30 days from receipt of invoice.

11 NEGOTIATIONS

- 11.1 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 should it be deemed necessary.

12 GENERAL

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

13 CONTACT DETAILS

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

Name: Designation:
Telephone No. with area code: Fax no:
Cell phone no: Email address:

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THE DELIVERY OF ORDERS SHALL BE MADE TO THE FOLLOWING INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH:

Tygerberg Oral Health Centre On the premises of Tygerberg Hospital Francie Van Zijl Drive Parow 7500

THE DELIVERY FOR THE CONE BEAM CT SCAN SHALL BE MADE TO THE FOLLOWING DELIVERY POINT:

Attention: Ms Joanna Palmer

**Tygerberg Oral Healthcare Centre
B-Floor, Radiology Department
On the premises of Tygerberg Hospital**

Monday-Friday: 08:00am to 04:00pm, excluding holidays

OFFER BY THE BIDDER
WESTERN CAPE BID DOCUMENT 1 (WCBD1)

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the Bid Documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that:
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;

 - b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the 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:

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid Documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

5. Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved: *(Delete whichever is not applicable)

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHCC0021/2024	CLOSING DATE:	03 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF A CONE BEAM CT SCAN FOR TYGERBERG ORAL HEALTHCARE UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, AND WELLNESS OF THE WESTERN CAPE GOVERNMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					
MARKED "DEPARTMENT OF HEALTH"					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jared Becker		CONTACT PERSON	Mr Robert Swart	
TELEPHONE NUMBER	021 834 9019		TELEPHONE NUMBER	044 802 4562	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Jared.Becker@westerncape.gov.za		E-MAIL ADDRESS	Robert.swart@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

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

DATE:



WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS

NAME OF BIDDING

COMPANY.....

NAME OF PRODUCT

OFFERED.....

NAME OF BIDDER / CONTACT PERSON

.....

CONTACT

NUMBER.....(w).....(cell)

E-MAIL

ADDRESS.....

NOTE:

SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE “**DETAILS OF OFFER**” SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER **NOT BEING ADJUDICATED**. REPLIES SUCH AS “COMPLY” OR “YES” **ARE NOT ACCEPTABLE**, BIDDERS TO FULLY DESCRIBE ON SEPARATE PAGES THE CAPABILITIES AND SPECIFICATIONS OF THE OFFER.

IF REPLIES ARE NOT REQUIRED, BIDDERS TO TAKE NOTE, AND MARK “NOTED” UNDER “DETAILS OF OFFER” COLUMN.

Instructions for Completing Bid Documents

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation.

Please acknowledge that conditions have been read and understood in the ‘Comply’ column by responding with either a ‘Yes’ or ‘No’ entry.

Bidders are required to:

Condition	Comply Yes/No	Note
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Start the Bid with a table of contents page and indicate to page numbers mentioned in point 4 below		
4. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page. The page number must be used in the “details of offer” for each answer when directing to the evidence.		
5. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item, SHALL be separately quoted for, with a complete schedule, description, deviations from specifications and technical brochures on each proposal.		
6. Submit the bid in hard copy and together therewith, also provide an electronic copy of the complete bid in pdf format on a compact disc or USB clearly marked with the bidder's name.		

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Condition	Comply Yes/No	Note
7. Confirm in writing that the two copies submitted (one in hard copy and the other in pdf format) are true and complete reproduction of the original and contain all the annexures submitted to the Department.		
8. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection. Each question must be answered. If left unanswered, it will be considered as "do not comply"		
9. A specification or statement preceded by a C/P means; if you Comply , then you must submit Proof , either hand-written, typed, in an attachment, photo or in a brochure. A N/C means you must take Note of the requirement and reply "noted" and Concur and bidder do not need to submit evidence		
10. A response of "Noted" SHALL be interpreted as "Comply".		
11. Bidders are permitted to submit video / cd / samples /product literature/catalogues to support their statements of competence and are to confirm that such are true and accurate reflections of the service/s which the bidder intends providing.		
12. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is clearly marked on each page of the document.		
13. Response fields that have been left blank or have been marked with a '✓', '✘', or other symbol will be considered as non-responsive to the particular question.		
14. A response of "Comply" but with no evidence supplied will be considered as non-responsive to that particular question and will not be considered		
15. Items not completed in this manner SHALL be to the disadvantage of the bidder and, SHALL lead to exclusion in the tender evaluation process		
16. Failure to comply with any of the aforementioned requirements will deem the bid to be non-responsive and thus non-compliant		
17. By submitting a Bid will mean agreement with the above conditions		

1 SCOPE

This section does not require a reply, Bidders are to take note only and reply, "noted"

- 1.1 **N/C:** This specification establishes the requirements for the SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION and COMMISSIONING of a **Cone Beam CT** for use at: **Tygerberg Oral Health Centre**
- 1.2 The awarded bidder will have to remove the current CBCT from Tygerberg Oral Healthcare and dispose it.
- 1.3 **N/C:** The Cone Beam CT System on offer shall be of modern design technology (**manufactured and launched between 2018-2024**) and under current production. It should be licensed for sale in the South African market by a recognized supplier who can prove that service, spares, and application support are available in South Africa to maintain the system at peak operating performance.
- 1.4 **N/C:** The equipment offered to render the service shall be currently in production and have been tried and tested in the clinical setting. Evidence that the equipment being offered to render the service can meet the specifications shall be provided.
- 1.5 **N/C:** Submit a list of all users in South Africa where the equipment that is offered in this bid was installed by the bidder. In the case of a newly launched product (2022-2024) that has not been installed in South Africa yet, the bidder must provide a list of other CBCT units that they have installed from and between the period of 2018-2024.
- 1.6 **N/C:** The system offered shall comply with or exceed all the minimum performance specifications as indicated below for the various sub-components supported by **factory-supplied product specifications/brochures**.
- 1.7 **N/C:** Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e., all components of system) must be supplied as evidence, if required to do so, **failing which the bid shall not be considered**.
- 1.8 **N/C:** The equipment and any accessories ordered from the successful Bidder shall be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned at Tygerberg Oral Health Centre at the expense of the successful Bidder, prior to full payment being made.
- 1.9 **N/C:** The Cone Beam CT system is required for rapid and sophisticated diagnostic computed tomographic examinations on paediatric to adult patients.

2 APPLICABLE DOCUMENTS/REGULATIONS

The onus rests with the prospective tenderer to avail himself of the following documents which form part of this specification.

- 2.1 The Western Cape Provincial Government General conditions of Contract and Procedures.
- 2.2 Additional Conditions of Bids
- 2.3 The Hazardous Substances Act No.15 of 1973.
- 2.3 The wiring code S.A.B.S. 0142.
- 2.4 IEC 601-1 and 2
- 2.5 Occupational Health and Safety Act, Act no 85 of 1993 and Regulations.

2.6 The following below document must be included with this offer:

- 2.6.1 **C/P:** SAHPRA Medical Device License

GENERAL NOTE

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical expertise with regards to clinical functionality, performance, and quality. The decision of this committee will be used as motivation for the acceptance or non-acceptance of the unit. For this reason, a demonstration unit shall be readily available, or the bidder shall take two representatives of the Department to a site where a similar unit is installed in functional order. The cost for this site visit is for the account of the bidder, and it will not place any obligation on the Department to procure from this specific bidder.

Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer, and that the **OEM** undertakes to **supply expertise, training, and support to maintain the equipment to the Oral Health Centre.**

All offers shall be supported by descriptive literature, brochures, and technical data sheets to support the replies to the specifications, failing which the bid will not be considered.

SPECIAL CONDITIONS OF CONTRACT:

3 PRE-QUALIFYING CRITERIA

All bids shall be deemed RESPONSIVE when adhering to the following

- 3.1 **N/C:** Bidders who are interested to submit offers, may visit the site for viewing. Please contact Ms Joanna Palmer at 021 937 3040 and e-mail address is Joanna.Palmer@westerncape.gov.za to make arrangements for viewing.
- 3.2 **C/P:** Bidders submitted the radiation license and condition number of unit on offer on the original radiation document.
- 3.3 **C/P:** Bids will only be accepted from bidders who has technical support and a workshop in Cape Town, where spare parts and tools are kept and who have technical staff at this workshop. Bidders to include proof of the site's physical address. Bidders who submit virtual addresses ONLY, will be deemed non-compliant. **(The Department reserves the right to go and inspect the physical premises of said bidder)**
- 3.4 **C/P:** Bidders submitted their DICOM Conformance Statement.
- 3.5 **C/P:** Bidders must have a workshop in Cape Town where spare parts and tools are kept and who have trained technical staff at this workshop. Bidders to include proof of the sites physical address. Bidders who submit virtual addresses ONLY, will be deemed non-compliant. (The Department reserves the right to go and inspect the physical premises of said bidder).

4 MANDATORY DOCUMENTS REQUIRED:

All bids shall be deemed RESPONSIVE when being evaluated for capacity and capability to execute this bid.

- 4.1 **C/P:** The bidder supplied proof that they have successfully installed any CBCT units **OR** the unit on offer in this Bid (Brand and exact model) to other hospitals within the past 7 years (2018-2024). Bidders to provide the following on the list:
- 4.1.1 Hospital name
- 4.1.2 Date when unit was installed
- 4.1.3 Units brand and model
- 4.1.4 Chief Radiographer's contact details (email) for verification purposes
- 4.2 **C/P:** Bidders provided CV's of their technicians, reflecting their years of experience on CBCT units.
- 4.3 **C/P:** Bidders to provide proof (from the OEM) that all technicians in **4.2** have received technical training on the offered CBCT unit.

4.4 **C/P:** Bidders provided a detailed comprehensive training schedule for all Radiology Staff by a Qualified Application Specialist. Proof of qualification must be provided.

4.5 **C/P:** Bidders provided an updated letter, that the bidder is the accredited supplier, and that the OEM will undertake to **supply expertise, training, and support** to Tygerberg Oral Health, to maintain the equipment.

5 EVALUATION CRITERIA

All bids will be evaluated on the following 3 stages and will ONLY progress to the next stage and evaluation if the preceding criteria has been met.

5.1 **N/C: 1st criteria:** Bids must be 100% compliant with all mandatory bid document requirements.

5.2 **N/C: 2nd criteria:** Bids will be evaluated according to the pre-qualifying criteria on page 18 / point 3.

5.3 **N/C: 3rd criteria:** Bids will be evaluated according to the specification compliance.

6. REQUIREMENTS

6.1 **N/C:** The offered system shall be installed and fully functional, which shall include all the aspects as identified in the clauses below.

6.2 **N/C:** The Bidder shall provide additional information as requested in relevant clauses.

6.3 **N/C: The Bidder shall clearly indicate if their offered product exceeds the stated requirement by noting and provide evidence "Above specification" next to corresponding clause.**

6.4 **C/P:** The Bidder shall provide a clear pricing schedule listing, with a complete breakdown of all the requirements as asked for in this bid.

6.5 **N/C:** All additional items that are not mentioned in this bid, that the bidder offers for full optimization of their unit, must also be included in the pricing schedule, if applicable.

6.6 **N/C:** All responses shall be clear and legible.

6.7 **C/P:** The Bidder to state when their unit was launched.

6.8 **C/P:** State the life expectancy of the unit offered.

6.9 **C/P:** Bidders to state the OEM's policy regarding availability of spare parts after production of the new unit stops. Confirmation to be included.

6.10 **C/P:** State the name of the manufacturer

6.11 **C/P:** State the name of the model on offer

7 SPECIFICATIONS FOR THE CBCT

7.1 FOV SIZE:

7.1.1 **N/C:** The offered system's FOV shall either meet or incorporate the following minimum requirements:

7.1.1.1 **C/P:** Ability to select a wide variety of FOV's to enable different 3D dental programs.

7.1.1.2 **C/P:** Minimum FOV of 4x4cm for specific ROI and up to and at least a minimum of 15x15cm or larger than 15x15cm

7.1.1.3 **C/P:** The Bidder shall state all their FOV options.

7.2 DETECTOR

7.2.1 **N/C:** The offered system's detector shall meet or exceed the following minimum requirements:

7.2.1.1 **C/P:** The bidder to fully explain their type of Detector and its benefits

7.2.1.2 **C/P:** The detector must have a minimum life expectancy of 7 years.

7.2.1.3 **C/P:** The Bidder to state how excessive heat, radiation and moisture will affect the detector

7.2.1.4 **C/P:** The bidder shall indicate if their system needs an additional AC to keep the detector cool.

7.2.1.5 If an additional AC is required, bidder must submit an offer for this additional AC included in the offered amount.

7.3 SOFTWARE

7.3.1 **C/P:** The unit shall automatically correct or reduce metal artefacts.

7.3.2 **C/P:** The unit shall have an Imbedded Implant Planning software with an extensive implant and crown library for implant planning.

7.3.3 **C/P:** The unit shall have Upper Airways software and must be included in the offer.

7.3.4 **C/P:** The unit shall have Ceph tracing analysis software and must be included in the offer.

7.3.5 **C/P:** The software of the unit shall be an **OPEN SOURCE** platform and be able to integrate with various other 3rd party software e.g. On Demand, Dolphin, Sicut, and Exocad and any other software.

7.3.6 **C/P:** The software must be able to allow merging, importing or integration of other data to allow superimposing of various images, i.e., superimposing 3D models, intra-oral scans with 3D rendered CBCT's via DICOM files.

7.4 PROGRAMMES

- 7.4.1 **C/P:** The unit shall have a selection of different imaging modes and doses and adjustable exposure parameters.
- 7.4.2 **C/P:** The unit shall have the ability to select ultra-low doses resulting in noise-free images when doing Endodontic procedures.
- 7.4.3 **C/P:** The unit shall be able to do 3D model scanning, both plaster and impressions material with stents in situ
- 7.4.4 **C/P:** The unit shall be able to do 3D Endo scanning with at least a minimum voxel size of 75µm (0.075 millimetres). The bidder to state their minimum voxel size.
- 7.4.5 **C/P:** The unit shall be able to do both 3D and 2D exams (Pan and Ceph)
- 7.4.6 **C/P:** The unit may be able to produce low dose 2D scout images, prior to taking the scan, to verify patient positioning. Bidder to confirm whether this is available.

7.5 DESIGN

- 7.5.1 **N/C:** The offered unit shall meet or exceed the following minimum requirements:
 - 7.5.1.1 **C/P:** The unit shall have a sturdy and non-transparent (immobiliser bars should not be visible on image) head support immobiliser.
 - 7.5.1.2 **C/P:** The offered unit shall have a relatively small footprint due to room size.
 - 7.5.1.3 **C/P:** The unit shall have an open architecture and shall be easily accessible for the wheelchair patient.

7.6 TECHNICAL PARAMETERS

- 7.6.1 **N/C:** The offered unit shall fall within the following technical specs:
 - 7.6.1.1 **C/P:** Tube voltage range shall be between 60-120kV
 - 7.6.1.2 **C/P:** Scan time of 2- 37 sec
 - 7.6.1.3 **C/P:** Image acquisition rotation of 200-360°
 - 7.6.1.4 **C/P:** Focal Spot from 0.3- 0.5mm
 - 7.6.1.5 **C/P:** Anode Current: range between 1-16mA
 - 7.6.1.6 **N/C:** The Bidder shall install the unit with a dedicated power supply surge protected plug

7.7 COMPUTER REQUIREMENTS

- 7.7.1 **N/C:** The offered system's operator console shall meet or incorporate the following minimum requirements:
- 7.7.1.1 **N/C:** The OS (Operating System) shall run on a 512GB SSD or larger.
 - 7.7.1.2 **N/C:** UPS is required to cover the running of the computer for approximately 30 minutes.
 - 7.7.1.3 **N/C:** The bidder shall provide an extra, large capacity industry standard, internal hard drive which should be easily upgradeable. It shall be a minimum 4TB hard drive.
 - 7.7.1.4 **C/P:** The offered system shall provide a DAP (Dose Area Product) reading.
 - 7.7.1.5 **C/P:** The offered system's operator console shall have a wide variety of image viewing capabilities and/or features and/or requirements as a standard.
 - 7.7.1.6 **N/C:** The offered unit shall have a minimum 3 MP Medical Grade Monitor (SHOW IN BREAKDOWN OF OFFER).
 - 7.7.1.7 **N/C:** The offered unit shall have an additional 24" HD operator console (SHOW IN BREAKDOWN OF OFFER).

8 QUALITY CONTROL/ASSURANCE REQUIREMENTS

- 8.1 **N/C:** An Acceptance test must be included in the offer and be completed by a SANAS Accredited Inspection Body upon completion of the installation of the unit itself and on the Medical Grade Monitor. (SHOW IN BREAKDOWN OF OFFER).
- 8.2 **C/P:** The Bidder shall supply the required latest technology performance phantom in the offer (SHOW IN BREAKDOWN OF OFFER).
- 8.3 **C/P:** The Bidder to provide their Standard operating procedure document regarding QC (quality control) protocols for their unit and provide QC training to the Responsible Person

9. MAINTAINABILITY

- 9.1 **N/C:** Only offers that are supported by competent, locally based, technical personnel shall be evaluated.
- 9.2 **C/P:** State the number and name of technicians in your employment
- 9.3 **C/P:** The Bidder shall indicate if any consumables or non-consumable items are required for the normal operation and standard maintenance of the equipment.

- 9.4 **C/P:** The Bidder shall indicate the cost of each of the above items, if required. This does not necessarily mean that these items would be purchased from the successful tenderer.
- 9.5 **C/P:** The Bidder shall indicate which, if any, of these items are proprietary items, that only the supplier of the equipment can supply.
- 9.6 **C/P:** The Bidder shall include a firm commitment from the Original Equipment Manufacturer (in writing) that the OEM shall **supply spares, components, upgrades, and support** for technical and clinical staff of Tygerberg Oral Health Centre for the expected life of their offered system and software, should their local agent/supplier default.
- 9.7 **C/P:** State guarantee period of the equipment.
- 9.8 **C/P:** State all conditions of guarantee and exclusions

10 MAINTENANCE AND REPAIR MANUALS

- 10.1 The successful bidder shall provide all pertinent information for the correct operation of the system upon being awarded the Bid.

11 GENERAL MAINTENANCE INFORMATION

- 11.1 **C/P:** State the service intervals per year as prescribed by the manufacturer.
- 11.2 **C/P:** State the duration of each service mentioned above in hours.
- 11.3 **C/P:** State the turnaround time for spares in the case of a breakdown and the spares must be ordered from **abroad**.
- 11.4 **N/C:** All spares replaced shall be new and carry a manufacturer warranty.
- 11.5 **N/C:** In case of a service contract entered into between the successful Bidder and the DOH all spares replaced during the contract period shall be new and shall carry a warranty as stated above.
- 11.6 **N/C:** The department requires a guaranteed onsite response time of between 2-4 hours during the guarantee period after the fault has been logged with the vendor. This will only be required from Monday to Friday from 8h00 until 16h30. Onsite response will not be required on public holidays and weekends.

12 UPGRADABILITY

- 12.1 **C/P:** Bidders shall state their **POLICY** about future **HARDWARE improvement**.
- 12.2 **C/P:** The Bidder shall state their **POLICY** about future **SOFTWARE** upgrades, with costs involved.
- 12.3 **N/C:** All future upgrades, removing software bugs from existing software shall be supplied at no cost.
- 12.4 **N/C:** Any upgrade before or after installation of the equipment involving additional cost shall be brought to the attention of the Provincial Government of the Western Cape.

13. GUARANTEE CONDITIONS:

- 13.1 **N/C:** The Bidder shall support a minimum **one (1) year** guarantee period on all supplied items/goods.
- 13.2 **N/C:** The time taken to attend to a malfunctioning unit within the guarantee period (of a 1 year) shall extend the guarantee period by the repair time.
- 13.3 **N/C:** The same guaranteed conditions shall apply to replacement units.
- 13.4 **N/C:** The guarantee period shall **include all cost** (spares, labour, travelling, and sundries), prescribed maintenance services and any QA testing that are required by Department Health's Radiation Control Board that may be required under the guarantee period.

14 ADDITIONAL MAINTENANCE CONTRACTS (SLA)

- 14.1 **C/P:** The bidder shall include a fully inclusive service and repair contract to cover the system for a total of at least 5 years. Please provide separate pricing per year for the 5 year service and repair contract. This will not form part of the offer but will be evaluated with the offer. This contract will commence **after** the mandatory guarantee period expires. This contract will be reviewed by the WCG and may or may not be accepted.
- 14.2 **N/C:** No exclusions on the contract will be allowed accept wilful damage.
- 14.3 **N/C:** The pricing schedule of point 14.1 shall include the following:
 - 14.3.1 **N/C:** Preventative and Corrective labour shall be included.
 - 14.3.2 **N/C:** Annual QA's
 - 14.3.3 **N/C:** All traveling shall be included.

14.3.4 **N/C:** Guaranteed onsite response times of between 2 to 4 hours.

14.4 **C/P:** The bidder shall include 2 separate SLA's; 1 with all of the above including parts and another with all of the above excluding parts.

15 SAFETY

15.1 **N/C:** The unit shall comply with all the necessary safety standards.

15.2 **N/C** The unit shall have a visible indication of x-ray production.

15.3 **N/C** The unit shall have a visible signal to the operator when x-ray exposure has been terminated.

15.4 **N/C** The unit shall have an emergency stop button that is clearly marked and within easy access of the operator.

15.5 **N/C** The unit shall have a constant audible communication system during exposure.

15.6 **C/P: The bidder shall provide a comprehensive document explaining their unit's safety system.**

16 TRAINING

16.1 **N/C:** The Bidder shall include a comprehensive **training schedule** for:

16.1.1 **C/P:** End User (Radiographers, Dentists)

16.2 **C/P:** An Application Specialist, **PREFERABLY** a Radiographer, Oral hygienist or Dentist shall provide the training in the correct usage of all features and software of the unit. The Application Specialist (AS) to include their CV and proof of training as the AS.

16.3 **C/P:** If the Application Specialist is not any of the above professionals, then written proof or certification must be provided as to the training the individual received on all applications, features, and software of the unit.

16.4 **N/C:** The training of the Radiographers and Dentists by the Application Specialist shall commence immediately after the installation

16.5 **N/C:** Above training shall be formalised, and a training schedule shall be supplied to the Chief Radiographer.

16.6 **N/C:** Training dates shall be agreed upon and a signed attendance list after the training shall be supplied to the Chief Radiographer.

16.7 **N/C:** The successful Bidder shall provide additional future support of users in the use of all features of the equipment offered at no additional cost (minimum 2 days per annum).

16.8 **N/C:** The Bidder shall train the Responsible Person with all aspects of the required QC/QA.

16.9 **N/C:** Training of users shall be provided by the successful Bidder at no extra cost.

17. COMMUNICATION

17.1 **N/C:** The offered system shall be fully DICOM compatible allowing transfer of images and data from the unit to:

17.1.1 **N/C:** All Existing workstations.

17.1.2 **N/C:** Tygerberg Oral Health PACS

17.2 **N/C:** The Bidder to have included their units' Conformance statements for the various service classes as requested in point 3.4.

17.3 **C/P:** All 3 planes, Axial, Coronal and Sagittal, shall be able to send to PACS (IQ WebX).

17.4 **C/P:** Bid price to include full DICOM licence (SHOW IN PRICE BREAKDOWN OF OFFER).

18. INSTALLATION REQUIREMENTS

18.1 **N/C:** The Bidders shall inspect the site before submission of their offer.

18.2 **N/C:** The Bidder shall inspect the physical proposed CT scanner location and determine that the structural support is sound to carry the weight and accommodate any vibrations of the offered system.

18.3 **N/C:** The Bidder shall inspect the existing wiring and quality of power supply and add any additional equipment/appliances necessary to prevent damage to the offered system because of electrical supply shortcomings/inconsistencies. The additional equipment/appliances shall form part of the main offer.

18.4 **N/C:** Any building alteration or additions that are required, i.e. to the physical location or environment of the CT scanner shall form part of the Bidders offer. All alterations and/or additions shall be separately specified in the pricing schedule.

DETAILS OF OFFER

- 18.5 **N/C:** The successful Bidder shall be required to submit, **AFTER** being awarded the bid, detailed floor/building or electrical wiring drawings/schematics, should any structural changes, air conditioning or any electrical wiring be required.
- 18.6 **N/C:** The successful Bidder shall repair any damages that occur to the walls, floors and ceiling during alterations and/or installations.
- 18.7 **C/P:** A suitable **voltage stabiliser** to the manufacturer's specification shall be supplied and installed by the successful bidder. The device shall eliminate any harmful power disturbances that may affect the normal operation of the equipment. In addition to power conditioning, the earthing and bonding of the equipment shall receive very careful consideration (equipotential earthing) (SHOW IN PRICE BREAKDOWN OF OFFER).
- 18.8 **C/P:** An "online" UPS shall be supplied to power all CBCT workstations. (SHOW IN PRICE BREAKDOWN OF OFFER).

IMAGING EQUIPMENT CONFORMANCE FOR PACS / RIS INTEGRATION

Preamble:

The Provincial Health Top Management at its meeting on 5 September 2006 decided in principle to change to a digital image management system, commonly referred to as PACS (Picture Archiving and Communication System), with the associated conversion to digital image generation.		Noted
Following this decision, the DMIMTC (D igital M edical I maging & M anagement T echnical C ommittee) was established to facilitate this process.		Noted
One of the first tasks given to this committee was to ensure that all equipment purchased thereafter would be able to integrate with the decision made by the Provincial Health Top Management. This addendum, to all imaging equipment tender documents, will serve as part of the compulsory specifications for all imaging equipment. The purpose of this will be to ensure that all imaging equipment purchased will comply with the provincial digitization vision.		Noted
During this period of transition, it is crucial that the equipment works within the non-digital environment, the partly digital environment and finally the fully digital environment		Noted
The following statements refer to the vendor's responses:		Noted
The vendor shall indicate that they have taken note of all information provided, by unambiguously indicating "Noted" within the box provided.	Comply	Do Not Comply
<i>Detailed reply:</i>		
The vendor shall answer all specification requirements, by unambiguously indicating "Comply" or "Do Not Comply" within the boxes provided.	Comply	Do Not Comply
<i>Detailed reply:</i>		
Should the vendor want to provide a detailed reply, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do Not Comply
<i>Detailed reply:</i>		
When required to "State / Describe" details, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do Not Comply
<i>Detailed reply:</i>		

DICOM (Digital Imaging and Communications in Medicine)

The vendor shall support the DICOM 3 format	Comply	Do Not Comply
<i>Detailed reply:</i>		
The vendor shall provide a conformance statement for the modality.		State / Describe
<i>Detailed reply:</i>		
The vendor shall support the following DICOM services		
<i>Detailed reply:</i>		
DICOM Storage	Comply	Do Not Comply
<i>Detailed reply:</i>		
DICOM Storage Commitment	Comply	Do Not Comply
<i>Detailed reply:</i>		
DICOM Modality Worklist	Comply	Do Not Comply
<i>Detailed reply:</i>		
DICOM Modality Performed Procedure Step	Comply	Do Not Comply
<i>Detailed reply:</i>		
DICOM Query / Retrieve	Comply	Do Not Comply
<i>Detailed reply:</i>		
DICOM Print	Comply	Do Not Comply
<i>Detailed reply:</i>		
The vendor shall allow DICOM mapping.	Comply	Do Not Comply
<i>Detailed reply:</i>		

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The vendor shall at least populate the following DICOM tags		
Study Date (0008,0020)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Modality (0008,0060)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Institution Name (0008,0080)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Referring Physician (0008,0090)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Station Name (0008,1010)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Study Description (0008, 1030)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Operators' Name (0008,1070)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Patient Name (0010,0010)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Patient ID (0010,0020)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Patient Date of Birth (0010,0030)	Comply	Do Not Comply
<i>Detailed reply:</i>		
Patient Sex (0010,0040)	Comply	Do Not Comply
<i>Detailed reply:</i>		

IHE (Integrating Healthcare Enterprises)

The bidder shall support the IHE revision 8 standard	Comply	Do Not Comply
<i>Detailed reply:</i>		
The bidder shall provide the IHE integration statement for the modality.	Comply	Do Not Comply
<i>Detailed reply:</i>		
The bidder shall comply to the following actors and options within the following IHE integration profiles		
Should the vendor not comply with the actor or option within the specified integration profile; the vendor shall have to describe how their product will achieve the same level of workflow functionality in the appropriate “Detailed reply” space provided.	Comply	Do Not Comply
<i>Detailed reply:</i>		
Scheduled Workflow (SWF) profile		
Acquisition modality actor within the Scheduled Workflow (SWF) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence creator within the Scheduled Workflow (SWF) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Image display within the Scheduled Workflow (SWF) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Assisted Protocol Setting Option within the Scheduled Workflow (SWF) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Exception Management Option within the Scheduled Workflow (SWF) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		

WCGHCC0021/2024 SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF A CONE BEAM CT SCAN FOR TYGERBERG ORAL HEALTHCARE UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, AND WELLNESS OF THE WESTERN CAPE GOVERNMENT.

Consistent Presentation of Images (CPI) profile		
Acquisition modality within the Consistent Presentation of Images (CPI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Print composer within the Consistent Presentation of Images (CPI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Image display within the Consistent Presentation of Images (CPI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence creator within the Consistent Presentation of Images (CPI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Presentation of Grouped Procedures (PGP) profile		
Acquisition modality within the Presentation of Grouped Procedures (PGP) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence Documents (ED) profile		
Acquisition modality within the Evidence Documents (ED) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence creator within the Evidence Documents (ED) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Image display within the Evidence Documents (ED) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Patient Information Reconciliation (PIR) profile		
Acquisition modality within the Patient Information Reconciliation (PIR) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Key Image Note (KIN) profile		
Acquisition modality within the Key Image Note (KIN) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence creator within the Key Image Note (KIN) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Image display within the Key Image Note (KIN) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Portable Data for Imaging (PDI) profile		
Portable Media creator within the Portable Data for Imaging (PDI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Print composer within the Portable Data for Imaging (PDI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Access to Radiology Information (ARI) profile		
Image display within the Access to Radiology Information (ARI) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Charge Posting (CHG) profile		
Acquisition modality within the Charge Posting (CHG) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		
Evidence creator within the Charge Posting (CHG) profile	Comply	Do Not Comply
<i>Detailed reply:</i>		

Connection to Network

The imaging modality shall connect to a computer network	Comply	Do Not Comply
<i>Detailed reply:</i>		
The modality network card shall be at least 1Gbit per second	Comply	Do Not Comply
<i>Detailed reply:</i>		
The modality network card shall be backwards compatible to 100Mbit per second	Comply	Do Not Comply
<i>Detailed reply:</i>		
The bidder shall configure the network connectivity during installation	Comply	Do Not Comply
<i>Detailed reply:</i>		
The DoH shall provide the bidder with the relevant IP addresses, computer names, AE titles and AE ports for connectivity	Comply	Do Not Comply
<i>Detailed reply:</i>		
The bidder shall train the DoH to configure future network connections to allow for future changes to the network.	Comply	Do Not Comply
<i>Detailed reply:</i>		

User authentication

The user shall have the ability to log on to the imaging modality	Comply	Do Not Comply
<i>Detailed reply:</i>		
User authentication shall occur at least via a unique user ID and password	Comply	Do Not Comply
<i>Detailed reply:</i>		
Authentication methods that streamline workflow will be favorably considered e.g. fingerprint scanning, card readers, etc.	Comply	Do Not Comply
<i>Detailed reply:</i>		
Please state the authentication used		State / Describe
<i>Detailed reply:</i>		
After a user defined period of inactivity, the imaging modality will automatically log off the user	Comply	Do Not Comply
<i>Detailed reply:</i>		
The username will be connected to the full name of the operator.	Comply	Do Not Comply
<i>Detailed reply:</i>		
The full name of the operator shall be used to populate the DICOM tag Operators' Name (0008,1070)	Comply	Do Not Comply
<i>Detailed reply:</i>		

Automatic forwarding

The modality shall automatically forward, without user intervention, the imaging examination.	Comply	Do Not Comply
<i>Detailed reply:</i>		
The user shall be able customize what images are forwarded	Comply	Do Not Comply
<i>Detailed reply:</i>		
The user shall be able customize when the images are forwarded	Comply	Do Not Comply
<i>Detailed reply:</i>		
The user shall be able customize where the images are forwarded to.	Comply	Do Not Comply
<i>Detailed reply:</i>		

PRICING SCHEDULE

WCGHCC0021/2024 SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF A CONE BEAM CT (CBCT) FOR USE AT TYGERBERG ORAL HEALTH CENTRE.

NAME OF BIDDER:	BID NUMBER: WCGHCC0021/2024
CLOSING TIME: 11:00 ON 03 JULY 2024	

OFFERS SHALL BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	QUANTITY	BID PRICE IN SA CURRENCY INCLUDING VAT
			Unit Price per
1.	CONE BEAM CT (CBCT) SCAN	1	R.....

<p>Notes to Bidders</p> <ul style="list-style-type: none"> • Single award • If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.
--

Item	Brand Name	Product Code	Country of Manufacture	Are you the Manufacturer (Yes / No)	Comply to Specification, If not Indicate, state reason
1.					

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

- A. Period required for commencement of contract after acceptance of bid
.....
- B. Is offer strictly to specification?
.....
- C. Are you the manufacturer? Please circle your option. YES/NO
- D. If not, indicate deviations on attached specification or separate sheet.
- E. Period required for delivery.
- F. Please state packaging offered if applicable.
- G. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) YES /NO
- H. If so, state your VAT registration number
- I. Are the prices quoted for the service firm for the full contract period?
.....
- J. Is the delivery period firm? Please circle your option. YES/NO
- K. Indicate guarantee period
- L. What is the approximate value of spares carried in stock in South Africa for this particular make and model of machine R _____
- M. If the prices are not firm for the full period please complete form WCBD 3.1/2

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

DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

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

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

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

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

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

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

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

2. **Non-firm prices**

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

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

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

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

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

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

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

Where:

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

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

- 3.1 Indexdated Indexdated Indexdated
- Indexdated Indexdated Indexdated

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

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

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

PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
6. **Definitions**

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

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

“**business interest**” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“**Consortium or Joint Venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“**Controlling interest**” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorized, incomplete or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

“entity” means any -

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

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

“Family member” means a person's -

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

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

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

Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for facsimile number Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)					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	N/A
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
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS 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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender 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, and this 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 code of good practice on 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 the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor 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 tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement 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 Rand, 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 or services through price quotations, competitive tendering process 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 for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 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 in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point 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);

and

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, 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 together with the bid or an affidavit issued by 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 Section 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 tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or 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 In the event that 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 As per section 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 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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

or

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

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 table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number 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 per cent (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 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BEE 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 tender.
- 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 OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of 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 tender.

9. SUB-CONTRACTING

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

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? **YES/NO** *(delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their 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

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / 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 7 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 in order to secure a particular B-BBEE status or any benefit associated with compliance to 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 or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to 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 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury’s List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

General Conditions of Contract

1. Definitions

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

General Conditions of Contract

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

General Conditions of Contract

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier

General Conditions of Contract

- 8. Inspections, tests and analyses**
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC
- 10.2 Documents to be submitted by the supplier are specified in SCC
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

General Conditions of Contract

- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

General Conditions of Contract

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payment will be processed upon receipt of:
- Pathway form signed by patient, Facility Manager & supplier
 - Invoice
 - Monthly statistics
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

General Conditions of Contract

- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

General Conditions of Contract

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

General Conditions of Contract

23. Termination for default`

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the purchaser is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

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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.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

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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.