Health and Wellness
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SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

BID NUMBER: **WCGHCC0038/1/2025** CLOSING DATE: **20 November 2026** CLOSING TIME: **11:00am**

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

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH AND WELLNESS" AT:
The foyer of the main entrance Western Cape Government Building
M9 Building (**on the premises of Karl Bremer Hospital**) Cnr Mike Pienaar Bvd and Frans Conradie Avenue, Bellville Bidders are also required to submit a **soft copy** of the **Completed Bid Document** in a **USB format**. Should the electronic copy **differ** from the **hard copy**, the hard copy will supersede the **electronic copy.**

DEPUTY DIRECTOR: CLINICAL SOURCING
DATE: 23 October 2026

SECTION 1: INTRODUCTION

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

THIS BID IS DUE AT **11:00am ON FRIDAY, 20 November 2026 including the samples**
VALIDITY EXPIRES ON **MONDAY, 22 March 2027 (120 DAYS)**

1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

S/N	DESCRIPTION
	Table of Contents
1	**Introduction:** including abbreviations and acronyms, queries, scope, bid submissions, and timeline
2	**Bid Conditions and Special Conditions of Contract**: Including preferential procurement, rights of parties, Bid Documents, supplier database registration, mandatory documentation, prequalification criteria, briefing session and acceptance of bid.
3	**Special Conditions of Contract (SCC): to be read with Section 9: GCC and Section 5: Specifications**
4	**Western Cape Bid Document (WCBD 1)**
5	**Specifications (WCBD 3.1):** To be read with Section 3: SCC and Section 9: GCC
6	**Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination (WCBD 4)**
7	**The National Industrial Participation Programme (WCBD 5)**
8	**Preference Point Claim Form (WCBD6.1)** and a description of abuse by means of 'fronting'.
9	**General Conditions of Contract (GCC):** to be read with Section 3: SCC
10	**Bidders' Checklist**
11	**Annexures**

1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

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

CSD	Central Supplier Database
ROE	Rate of Exchange
SAHPRA	South African Health Products Regulatory Authority
WCBD	Western Cape Bidding Document
WCGHW	Western Cape Government Health and Wellness
ZAR	South African Rand

1.3 QUERIES

1.3.1 All queries or questions shall be directed to the appropriate official, as shown below before end of business **Friday, 06 November 2026.** The Department will respond to all queries and questions before end of business **Friday, 13 November 2026**.

Contact	Email	Telephone
Mariam Kozain	Mariam.Kozain@westerncape.gov.za	021 834 9026

1.3.2 Bidders should not rely on any information other than that supplied in these documents or other written information supplied by the officials listed in par. 1.3 above.

1.3.3 Bidders to please sent an email to Mariam.Kozain@westerncape.gov.za when downloading the Bid Document from the E-tenders Portal for record or any communication purposes and provide the following details via email:

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

1.4 SCOPE

1.4.1 The Western Cape Department of Health (hereafter referred to as 'the Department') invites Bidders to submit bids for the supply and delivery of Comfort Packs to all District and Sub-District Offices under the control of the Department of Health and Wellness: Western Cape Provincial Government for a **period ending 30 September 2028**.

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

1.5 INVITATION TO BID

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

1.6 SUBMISSION OF BIDS

1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing date and time at **11:00 am on FRIDAY, 20 NOVEMBER 2026**. **Bidders Must also provide a soft copy of the Completed Bid Documents in a USB format. Should the electronic copy differ from the hard copy, the hard copy will supersede the electronic copy.**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" AT:
The foyer of the main entrance Western Cape Government Building
M9 Building (**on the premises of Karl Bremer Hospital**) Cnr Mike Pienaar Bvd and Frans Conradie Avenue, Bellville

1.6.2 Please ensure that bids are delivered to the correct address on time. The bid box is generally open 24 hours a day, 7 days a week. If you are uncertain about the location of the Department's bid box, please call the responsible officials listed in par. 1.3.

1.6.3 **Late bid and/or sample submissions will not be accepted for consideration.**

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

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

1.6.6 Bids submitted by telegram, telex, fax or email will not be considered.

1.6.7 Bidders are advised to refrain from soliciting the advice of the Security Personnel on duty should there be any uncertainty regarding the location of the Department's bid box. Any queries in this regard should be posed to the officials listed in par. 1.3.

SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

2.1.1 This bid is subject to:

- the General Conditions of Contract (GCC);
- any other Special Conditions of Contract (SCC);
- the application of the **80:20** Preferential Procurement Points System;
- the provisions outlined in this Section 2.

2.1.2 The conditions form part of the bid and failure to comply herewith may invalidate your bid.

2.1.3 **Order of Precedence:**

2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.

2.1.3.2 The SCC supplements the GCC.

2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.

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

2.1.5 Offers are to be valid for **120 Calendar Days** from the closing date and time of bid.

2.1.6 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 5. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

2.2 RIGHTS OF THE PARTIES

2.2.1 Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. Conversely, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.

2.2.2 The Department reserves the right, at its sole discretion, to:

a) withdraw any services, in whole or in part, from the scope of this bid, prior to the award of the bid;
b) terminate any party's participation in the bid process for non-compliance with bid requirements that are both material and mandatory;
c) accept or reject any response to this invitation to bid without liability to any party;
d) amend the bid process, including its closing date or any other date within its scope, on reasonable notice to bidders and at its sole discretion;
e) cancel the bid or any part of the bid before the bid has been awarded, if:
    i. Due to changed circumstances, there is no longer a need for goods or services specified in the invitation.
    ii. Funds are no longer available to cover the total envisaged expenditure.
    iii. No acceptable tender is received.
    iv. There is a material irregularity in the tender process.
f) not accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department; and
g) reject all responses submitted and to embark on a new bid process.

2.2.3 The decision to cancel or amend the tender invitation shall be published in the same way that this tender invitation was advertised.

2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

2.3 BID DOCUMENTS

2.3.1 Bid Documents shall be completed in **black ink only.** Bid Documents shall be completed in **Black ink** only or **Electronic,** but all signatures **must** be signed by **hand** in original **Black pen.**

2.3.2 All documentation submitted will be in **English**.

2.3.3 All bids must be deposited in a sealed envelope, marked with the name and address of the bidder, the bid number and closing date. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

2.3.4 Bidders must respond to all sections of this bid and provide completed, signed, original Bid Documents and all mandatory documents as outlined in Paragraph 2.5. Only original, signed documents will be considered by the Department as official bid submissions. Bidders may prepare photocopies for their own records.

2.3.5 No alterations, erasures, omissions or additions shall be made to the text or condition of these documents, except where expressly requested. Should any unauthorised change be made, such changes will not be recognised, and the original document shall apply.

2.3.6 No offers may be submitted on documents other than the Bid Documents included herein. The Bid Documents may not be re-typed or redrafted.

2.3.7 Any additional information which the Bidder feels appropriate for inclusion in their offer and made available to the Department for consideration should be furnished as a separate Annexure to the Bidder's offer.

2.3.8 Bidders must ensure that no pages are omitted or duplicated in their bid submissions. The Department accepts no liability arising from omitted or duplicated pages.

2.3.9 Failure to submit any of the information requested may result in the Bidder being disqualified.

2.3.10 The Department reserves the right to confirm with third parties the accuracy of any information submitted as part of this bid.

2.4 SUPPLIER DATABASE REGISTRATION

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

2.4.2 **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.**

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

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

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

2.5 MANDATORY WESTERN CAPE BID DOCUMENTS

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

Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name
WCBD1	Offer by the Bidder and Bid Summary
WCBD3.1	Pricing Schedule
WCBD4	Declaration of Interest
WCBD5	The National Industrial Participation Programme
WCBD6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and Codes of Good Practice

2.5.2 Bidders are not required to complete the following mandatory Western Cape Bid Documents, and they have therefore been omitted from this Bid Document:

Western Cape Bid Document (WCBD) Reference	Reason for omission from Bid	Western Cape Bid Document Name
WCBD2	Held on CSD	Tax Clearance Certificate Requirements

2.5.3 **Only the B-BBEE status stated on the completed WCBD 6.1 listed above will apply to the evaluation of this bid and not the B-BBEE status on the Western Cape Supplier Evidence Bank (WCSEB) or CSD.**

2.5.4 The aforementioned mandatory Western Cape Bid Documents and all further mandatory documents are listed in **Section 5**.

2.6 ITEM AWARDS

2.6.1 This bid will consist of **single item** awards.

2.7 EVALUATION PROCESS & CLINICAL EVALUATION OF SAMPLES
EVALUATION PROCESS - This Bid will be evaluated as follows:

(i) **Phase 1 – Compliance with Mandatory and Administrative Requirements,** only bidders that are compliant with phase 1 will be eligible to progress to Phase 2 of the Bid Evaluation Process.

(ii) **Phase 2:** Sample Compliance with Specifications and Clinical Acceptability: Only bidders whose samples were found to be clinically acceptable and to specifications will be eligible to progress to Phase 3 of the Bid Evaluation Process; and

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

The Department reserves the right to visit the premises of the Bidder and/or any subcontractor nominated by the Bidder to supply the goods in scope of this bid by prior arrangement with the Bidder.

Samples must be submitted at **Bid Closure** on the **20 November 2026 at 11am**.

It is the responsibility of bidders to ensure that their products are available when Western Cape Government Health and Wellness requests them. No late samples will be considered under any circumstances and offers corresponding to late samples will be returned to the Supplier. It is recommended that bidders prepare and label samples in advance as failure to supply samples will invalidate a bidder's offer.

Each individual sample **must** be marked with the **bid number, item number and the bidder's name and address** in clear, legible print of a reasonable size. An individual evaluation report form for each sample **must be attached to the sample** and **must not be supplied separately in a box or envelope.**

Bidders must ensure that the Department of Health and Wellness: Head Office are provided with sufficient samples **(a minimum of 1 sample per item)** offered. Bidders must further ensure that sufficient additional samples are available on request at short notice after the bid closing for testing purposes, if so requested by the Department.

It is the bidder's responsibility to provide written proof that samples of each product were delivered to the Department of Health and Wellness: Head Office. This shall consist of a document with the name (Head Office), a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples.
Samples will not be evaluated if:

* the evaluation report/form **does not contain Sections A-C**;
* the evaluation report/form is **supplied without samples for clinical evaluation**;
* the **sample and evaluation form do not match;**
* **each item/sub-item is not accompanied by a separate evaluation** form; and/or
* **products are incorrectly labelled/not labelled and/or reflect incorrect supplier catalogue numbers**.

No representative samples will be accepted for evaluation purposes. Please provide a sample for each item/sub-item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under clinical conditions.

The offers of bidders who are unable to comply with this paragraph 2.11 regarding the supply of samples will be disregarded.

Samples of successful bidders will be retained for the full contract period.

Unsuccessful bidders must collect their samples within two weeks of notification after the award. Samples not collected within this period will be disposed of or destroyed.

As all offers are considered *sub judice* until a contract is concluded, no information about clinical evaluations may be disclosed and no discussion about results will be undertaken by the Department before finalisation of the contract.

FAILURE TO SUBMIT THE AFOREMENTIONED DOCUMENTS AND ADHERENCE TO THE SAMPLE REQUIREMENTS WILL INVALIDATE YOUR BID.

2.8 AWARD

The Department reserves the right to award the Goods in part or in whole and will determine the award of the bid to the Service Provider, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points.

2.9 CONSENT TO THE AWARD

The Service Provider will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The Service Provider will be notified and presented with the 'Contract Form - Purchase of Goods (WCBD 7.1)' for acceptance.

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

2.10 CONTACT DETAILS

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

Name & Surname: ……..

Designation: ……

Telephone no with area code: ……

Fax no: ……

Cell phone no: ……..

Email address: ……...

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

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

3.1 DEFINITIONS

For purposes of this Bid Document:
-words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
-terms defined in the GCC are used through this document.

3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

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

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

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

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

3.3 WARRANTY

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

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

This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof, as the case may be, have been delivered to, and accepted at, the final destination indicated in the contract.

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

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

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

3.4 DELIVERY AND DOCUMENTS

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

Products shall be delivered within 21 days throughout the contract period to District & Sub-Structure Offices. The Supplier shall ensure the integrity of the goods while in transit.

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.

3.5 DELIVERY LOCATIONS

Goods are required for delivery into the stores of institutions or District & Sub-Structure Offices under the control of the Department of Health and Wellness, Western Cape Government (please see Annexure A) in such quantities as may be ordered from time to time. It is essential that adequate stock is always available to the Department.

3.6 PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES

In respect of goods provided for bid purposes as well as goods provided for contract purposes, each item in a pack must be individually labelled. The items must be placed in a clear, sturdy, self- zip lock with heat seal plastic bag, 330mm - 440 mm length x 215 - 250 mm width to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack.

The plastic bag must be packed in a separate brown or white paper bag to accompany the Comfort Pack. The brown or white paper bag must be sturdy, 300mm-400mm length and 250mm– 300mm width. The handle of the bag must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope.

The plastic pack must be individually packaged according to the specification and include the following information, at a minimum:

- Name of the Bidder
- Bidder Item name
- Bidder Item code or product code
- Date of manufacture
- Product expiry date
- Expiry date of the pack
- Batch/lot number

Successful Bidders who are the supplier/distributor but not the manufacturer are required to ensure that delivered items are marked with the successful Bidder's details on a separate label, which must read "Contractor's Details" and must include company name, address and contact details, on the outer packaging.

3.7 PRICES

Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs (incl. delivery to those Institutions listed in Annexure A) and applicable taxes, i.e. prices shall be quoted nett and VAT inclusive.

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

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

3.8 FIRM PRICES (SEE WCBD3.1, PARAGRAPHS 1.1-1.3)

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

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

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

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

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

a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding (determined 10 days before bid closing, on **Tuesday, 10 November 2026**.
b) The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price.
c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

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

If prices are not firm; bidders are required to submit full particulars of the basis on which changes in contract prices will be calculated (details on form WCBD3.2).

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

3.10 NEGOTIATIONS

The Department reserves the right to enter into negotiations with bidders and contractors regarding inter alia price revisions, increases and service delivery should it be deemed necessary.

3.11 ORDERING RESTRICTIONS AND QUANTITIES

Institutions shall not be restricted to minimum **order quantities**. The **quantities** indicated in the specifications are only **estimates** and not guaranteed and will be determined solely by the requirements of hospitals.

3.12 CLINICAL EVIDENCE

The Department reserves the right to request clinical evidence of any product or medical device if and when required.

3.13 PAYMENT

Not applicable.

3.14 STATEMENT OF SUPPLIES AND SERVICES

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

3.15 COMPLIANCE FOR QUALITY

Random samples will be collected from various institutions to conduct quality compliance testing throughout the contract period.

3.16 DELIVERED PRODUCT

Any delivered product that does not comply with the mandatory specifications contained in WCBD 3.1 shall be regarded as a non-conforming supply for purposes of the contract and may be rejected in accordance with the GCC, SCC and without prejudice to any other remedies available to the Department.

THE BID

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

2. I/We agree that: -

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

   (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and the Preference Certificate (if attached), with all of which I am/we are fully acquainted;

   (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;

   (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;

   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose *domicilium citandi et executandi* (should be a full street address where service of documents will be accepted) in the Republic at:

   _____

   _____

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)

SECTION 4: 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:	**WCGHCC0038/1/2025**	CLOSING DATE:	**20 NOVEMBER 2026**	CLOSING TIME:	**11:00AM**
DESCRIPTION	**SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
The foyer of the main entrance Western Cape Government Building
M9 Building (on the premises of Karl Bremer Hospital) Cnr Mike Pienaar Bvd and Frans Conradie Avenue, Bellville

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mrs. M Kozain**	CONTACT PERSON	**Mrs. M Kozain**
TELEPHONE NUMBER	**021 834 9026**	TELEPHONE NUMBER	**021 834 9026**
E-MAIL ADDRESS	Mariam.Kozain@westerncape.gov.za	E-MAIL ADDRESS	Mariam.Kozain@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	TAX COMPLIANCE SYSTEM PIN:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		

[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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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: ……...

SECTION 5

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER..... BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

IMPORTANT TO NOTE

1. A bid will only be regarded as compliant where every item offered conforms in all material respects with the applicable mandatory specification.
2. Any deviation from a mandatory requirement, unless expressly permitted in this bid document, may result in the bid being found non-responsive and excluded from further evaluation.
3. All stated dimensions, sizes, volumes, capacities, weights, quantities and other measurable criteria are mandatory. Where such criteria are expressed as a range, the stated minimum and maximum values constitute the permissible limits for compliance.

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY (*incl VAT*) Unit price	
			Year 1	Year 2
1.		**ADULT FEMALE COMFORT PACK — MANDATORY PRODUCT SPECIFICATIONS** **Each pack must contain exactly one of each item listed below. All items must be new, unused, clean, undamaged and fit for their intended purpose.** 1) **Panty**: One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2) **Face cloth**: One new, soft, 100% cotton face cloth, measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free of stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3) **Soap**: One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be explicitly labelled **hypoallergenic or fragrance-free or mild.** The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4) **Sanitary towels**: One unopened commercial retail pack containing 10 sanitary pads. The pads must be regular absorbency, unscented, individually wrapped and fitted with adhesive strips. The original retail packaging must remain intact and must expressly identify the product as unscented. The product and packaging must be undamaged. 5) **Toothpaste**: One tube containing at least 50 ml of adult toothpaste, supplied in its original manufacturer packaging. The tube must be		

		unopened, with its original cap and any manufacturer-provided seal intact. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 6) **Toothbrush**: One new adult toothbrush of medium size with medium bristles, individually sealed in its original hygienic packaging. The packaging must be intact and must not show evidence of opening, tampering or contamination. 7) **Roll-on**: One liquid roll-on antiperspirant for adult use, supplied in its original, unopened manufacturer packaging. The product must be expressly labelled **sensitive or fragrance-free or hypoallergenic or antiperspirant** and must be in a plastic container. The container must be intact, leak-free and fitted with its original cap or closure. The product label must display the manufacturer, product identification, batch or lot number and expiry date, where applicable. 8) **Comb**: One new plastic comb with wide teeth, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 9) **Tissues**: One unopened, commercial pocket pack containing 10 tissues. The packet must be intact and must protect the tissues from dust, moisture and handling contamination. 10) **Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or		

		lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. **11) 2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free.** The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. **12) No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All stated quantities, product characteristics and packaging requirements are mandatory.**		

		General Requirements **13)** Packaging Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack. The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. 14) Additional Packaging Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope. **15) Expiry Date Requirements** The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **16) Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution. **17) Pricing** The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the		

		Conditions of Contract and Specification will be deemed to be included in the prices stated.		
1.1	3890	Small	R……	R……..
1.2	7360	Medium	R……	R……..
1.3	2430	Large	R……	R……..…
1.4	unknown	Extra-Large	R……	R……..

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
1.1				
1.2				
1.3				
1.4				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) ……

……

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

……

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot. **(Section 11, ANNEXURE A)**

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER..... BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT Unit price	
			Year 1	Year 2
2.		**ADULT MALE COMFORT PACK — MANDATORY PRODUCT SPECIFICATIONS** Each pack must contain exactly one of each item listed below. All items must be new, unused, clean, undamaged and fit for their intended purpose. 1. **Underpants:** One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2. **Face cloth:** One new, soft, 100% cotton face cloth, measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free of stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3. **Soap:** One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be expressly labelled **hypoallergenic or fragrance-free or mild**. The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4. **Toothpaste:** One tube containing at least 50 ml of adult toothpaste, supplied in its original manufacturer packaging. The tube must be unopened, with its original cap and any manufacturer-provided seal intact. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 5. **Toothbrush:** One new adult toothbrush of medium size with medium bristles, individually sealed in its original hygienic packaging. The packaging must be intact and must not show evidence of opening, tampering or contamination. 6. **Roll-on:** One liquid roll-on antiperspirant for adult use, supplied in its original, unopened manufacturer packaging. The product must be expressly labelled **sensitive or fragrance-free or hypoallergenic or antiperspirant** and must be in a plastic container. The container must be intact, leak-free and fitted with its original cap or closure. The product label must display the manufacturer, product identification, batch or lot number and expiry date, where applicable. 7. **Comb:** One new plastic comb with fine		

		teeth, as specified in the existing bid requirement, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 8. **Tissues:** One unopened, commercial pocket pack containing 10 tissues. The packet must be intact and must protect the tissues from dust, moisture and handling contamination. 9. **Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 10. **2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The		

		label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. **11. No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All stated quantities, product characteristics and packaging requirements are mandatory.** **General Requirements** **12.** Packaging Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack.		

		The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. 13. Additional Packaging Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope. **14. Expiry Date Requirements** The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **15. Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution. **16. Pricing** The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and Specification will be deemed to be included in the prices stated.		
		Sizes		
2.1	199	Small	R……	R……
2.2	220	Medium	R……	R……
2.3	52	Large	R……	R……

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
2.1				
2.2				
2.3				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) .....

.....

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

.....

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot. **(Section 11, ANNEXURE A)**

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER..... BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT Unit price	
			Year 1	Year 2
3.	3352	**FEMALE CHILD COMFORT PACK (AGES 9–12) — MANDATORY PRODUCT SPECIFICATIONS** **Each pack must contain exactly one of each item listed below, in the stated quantity. All items must be new, unused, clean, undamaged and appropriate for the specified age group.** 1. **Panty**: One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2. **Face cloth**: One new, soft, 100% cotton face cloth measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free from stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3. **Soap**: One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be expressly labelled **hypoallergenic or fragrance-free or mild**. The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4. **Toothbrush**: One new toothbrush suitable for children aged 9–12 years, with medium bristles, individually sealed in its original hygienic packaging. The packaging must be intact and must not show evidence of opening, tampering or contamination. 5. **Toothpaste**: One tube containing at least 50 ml of toothpaste expressly intended by the manufacturer for children aged 9–12 years. It must be supplied in its original, unopened manufacturer packaging. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 6. **Sanitary towels**: One unopened commercial retail pack containing 10 sanitary pads. The pads must be regular absorbency, unscented, individually wrapped and fitted with adhesive strips. The original retail packaging must remain intact and must expressly identify the product as unscented.	R.....	R.....

		7. **Roll-on**: One liquid roll-on antiperspirant expressly intended by the manufacturer for the relevant age group, supplied in its original, unopened manufacturer packaging. The product must be labelled **sensitive or fragrance-free or hypoallergenic or antiperspirant** and supplied in a plastic container. The container must be intact and leak-free, and the label must display the manufacturer, product identification, batch or lot number and expiry date, where applicable. 8. **Comb**: One new plastic comb with wide teeth, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 9. **Tissues**: One unopened, commercial pocket pack containing 10 tissues. 10. Activity book: One new activity book in English, in A4 or A5 format, containing activities suitable for children aged 9–12 years, such as age-appropriate puzzles. The book must be complete, clean, undamaged and free of religious content. 11. **Colour pencils**: A single, fixed quantity of new coloured pencils in assorted colours, supplied in the manufacturer's original packaging. **Between 5-12 colour pencils**; bidders are not permitted to choose a quantity within a range. 12. **Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container,		

		securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 13. **2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free.** The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of		

		the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. **14. No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All stated quantities, product characteristics and packaging requirements are mandatory.** **General Requirements** **15.** Packaging Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack. The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. 16. Additional Packaging Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope.		

		17. Expiry Date Requirements The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **18. Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution. **19. Pricing** The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and Specification will be deemed to be included in the prices stated.		

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
3				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) .....

.....

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

.....

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot. **(Section 11, ANNEXURE A)**

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER..... BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT Unit price	
			Year 1	Year 2
4.	2957	**FEMALE CHILD COMFORT PACK (AGES 4–8) — MANDATORY PRODUCT SPECIFICATIONS** **Each pack must contain exactly one of each item listed below, in the stated quantity. All items must be new, unused, clean, undamaged and suitable for children aged 4–8 years.** 1. **Panty**: One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2. **Face cloth**: One new, soft, 100% cotton face cloth measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free from stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3. **Soap**: One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be expressly labelled **hypoallergenic or fragrance-free or mild**. The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4. **Toothbrush**: One new toothbrush expressly intended by the manufacturer for children aged 4–8 years. It must have a child-sized head, soft bristles and a handle suitable for a child in this age group. It must be individually sealed in its original hygienic packaging, which must be intact and show no evidence of opening, tampering or contamination. 5. **Toothpaste**: One tube containing at least 50 ml of toothpaste expressly intended by the manufacturer for children aged 4–8 years. It must be supplied in its original, unopened manufacturer packaging. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 6. **Tissues**: One unopened, commercial pocket pack containing 10 tissues. The packet must be intact and must protect the tissues from dust, moisture and handling contamination. **7. Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements	R.....	R.....

		specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free.** The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. **8. 2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free.** The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date		

		However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 9. **Comb**: One new plastic comb with wide teeth, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 10. **Colouring book**: One new colouring book in English, in A4 or A5 format, with illustrations suitable for children aged 4–8 years. The book must be complete, clean, undamaged and free of religious content. 11. **Crayons**: One pack containing a fixed quantity of thick crayons in assorted colours, in the manufacturer's original packaging. The crayons must be suitable for children aged 4–8 years. **Between 5-12 thick crayons in assorted colours**; bidders are not permitted to choose a quantity within a range. 12. **Teddy bear**: One new, soft teddy bear measuring between 120 mm and 200 mm in length. It must be clean, dry, free from visible dirt, stains, odours, loose parts or damaged seams, and suitable for children aged 4–8 years. It must have no sharp components or readily detachable small parts that could present a safety risk. It must be supplied in clean, protective packaging. **13. No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All**		

		stated quantities, product characteristics and packaging requirements are mandatory. **General Requirements** **14. Packaging** Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack. The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. **15. Additional Packaging** Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope. **16. Expiry Date Requirements** The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **17. Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution.		

		18. Pricing The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and Specification will be deemed to be included in the prices stated.		

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
4				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) ……

……

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

……

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot. **(Section 11, ANNEXURE A)**

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER…… BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT Unit price	
			Year 1	Year 2
5.	538	**MALE CHILD COMFORT PACK (AGES 9–12) — MANDATORY PRODUCT SPECIFICATIONS** **Each pack must contain exactly one of each item listed below, in the stated quantity. All items must be new, unused, clean, undamaged and suitable for children aged 9–12 years.** 1. **Underpants**: One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2. **Face cloth**: One new, soft, 100% cotton face cloth measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free from stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3. **Soap**: One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be expressly labelled **hypoallergenic or fragrance-free or mild**. The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4. **Toothbrush**: One new toothbrush expressly intended by the manufacturer for children aged 9–12 years, with medium bristles, individually sealed in its original hygienic packaging. The packaging must be intact and show no evidence of opening, tampering or contamination. 5. **Toothpaste**: One tube containing at least 50 ml of toothpaste expressly intended by the manufacturer for children aged 9–12 years. It must be supplied in its original, unopened manufacturer packaging. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 6. **Roll-on**: One liquid roll-on antiperspirant expressly intended by the manufacturer for children aged 9–12 years, supplied in its original, unopened manufacturer packaging. The product must be labelled **sensitive or fragrance-free or hypoallergenic or antiperspirant** and supplied in a plastic container. The container must be intact and leak-free, and the label must display the manufacturer, product identification, batch or	R……..	R……

		lot number and expiry date, where applicable. 7. **Comb**: One new plastic comb with wide teeth, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 8. **Tissues**: One unopened, commercial pocket pack containing 10 tissues. 9. **Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free.** The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 10. **2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**.		

		The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 11. Activity book: One new activity book in English, in A4 or A5 format, containing activities suitable for children aged 9–12 years, such as age-appropriate puzzles. The book must be complete, clean, undamaged and free of religious content. 12. Colour pencils: A single, fixed quantity of new coloured pencils in assorted colours, supplied in the manufacturer's original packaging. **Between 5-12 colour** pencils; bidders are not permitted to choose a quantity within a range. **13. No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All stated quantities, product characteristics and packaging requirements are mandatory.** **General Requirements**		

		14. Packaging Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack. The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. **15. Additional Packaging** Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope. **16. Expiry Date Requirements** The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **17. Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution. **18. Pricing** The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the		

		Conditions of Contract and Specification will be deemed to be included in the prices stated.		

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.				
Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
5.				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) .....

.....

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

.....

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot. **(Section 11, ANNEXURE A)**

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD ENDING 30 SEPTEMBER 2028

NAME OF BIDDER..... BID NUMBER: **WCGHCC0038/1/2025**

CLOSING TIME: **11:00 AM ON 20 NOVEMBER 2026** OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM.	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT Unit price	
			Year 1	Year 2
6.	538	**MALE CHILD COMFORT PACK (AGES 4–8) — MANDATORY PRODUCT SPECIFICATIONS** **Each pack must contain exactly one of each item listed below, in the stated quantity. All items must be new, unused, clean, undamaged and suitable for children aged 4–8 years.** 1. **Underpants**: One new pair of plain cotton underwear, with no G-string design, writing, printed patterns or decorative designs. The size must be clearly and permanently indicated on the underwear and must correspond with the size specified for the relevant order. Each pair must be individually enclosed in clean, sealed packaging. 2. **Face cloth**: One new, soft, 100% cotton face cloth measuring between 280 mm and 350 mm in both length and width. It must be clean, dry, free from stains, odours, loose debris and visible defects, and individually enclosed in clean packaging. 3. **Soap**: One 100 g bar of soap in its original, unopened manufacturer packaging. The product must be expressly labelled **hypoallergenic or fragrance-free or mild.** The label must identify the manufacturer, product and net weight and display the batch or lot number and expiry date, where applicable. 4. **Toothbrush**: One new toothbrush expressly intended by the manufacturer for children aged 4–8 years. It must have a child-sized head, soft bristles and a handle suitable for a child in this age group. It must be individually sealed in its original hygienic packaging, which must be intact and show no evidence of opening, tampering or contamination. 5. **Toothpaste**: One tube containing at least 50 ml of toothpaste expressly intended by the manufacturer for children aged 4–8 years. It must be supplied in its original, unopened manufacturer packaging. The packaging must identify the product, manufacturer, net volume, batch or lot number and expiry date. 6. **Tissues**: One unopened, commercial pocket pack containing 10 tissues. The packet must be intact and must protect the tissues from dust, moisture and handling contamination. 7. **Body lotion**: One bottle containing not less than 100 ml and not more than 150 ml of body lotion. The product must comply with the formulation and other requirements specified in this bid and must	R.....	R.....

		be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit body lotion to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory requirements. Where decanted body lotion is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific body lotion proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the lotion against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 8. **2-in-1 shampoo and conditioner**: One bottle containing not less than 100 ml and not more than 150 ml of a product intended for use as both shampoo and conditioner. The product must comply with the formulation and other requirements specified in this bid and must be expressly labelled **sensitive or hypoallergenic or PH-balanced or fragrance-free**. The product must ordinarily be supplied in its original, unopened manufacturer packaging. The bottle must be plastic, intact and leak-free. The label must display the manufacturer, product identification, net volume, ingredients, batch or lot number and expiry date However, the Department will permit the product to be decanted from a larger volume into individual containers, provided that the bidder expressly identifies the product as decanted in its bid and complies with all the mandatory		

		requirements applicable to decanted products set out in this bid. Where a decanted product is offered, the bidder must submit, with its bid, the manufacturer's technical data sheet for the specific product proposed. Submission of the technical data sheet is mandatory and must enable the Department to verify the identity, formulation and relevant product characteristics of the product against the bid specifications. Any decanted product must be placed in a new, clean, suitable plastic container, securely sealed against leakage and contamination, and labelled in accordance with the requirements for decanted products specified in this bid. The product must be traceable to its manufacturer and original batch or lot. No alteration, dilution, mixing or substitution of the manufacturer's formulation is permitted. The bidder must maintain and, upon request, provide documentary proof demonstrating traceability between the delivered product, the original manufacturer, the original batch or lot number and the product supplied to the Department. Failure to provide such proof on request shall constitute non-compliance with the specification. 9. **Comb**: One new plastic comb with wide teeth, free from cracks, sharp or rough edges, manufacturing defects and visible dirt. It must be individually enclosed in clean packaging. 10. **Colouring book**: One new colouring book in English, in A4 or A5 format, with illustrations suitable for children aged 4–8 years. The book must be complete, clean, undamaged and free of religious content. 11. **Crayons**: One pack containing a fixed quantity of thick crayons in assorted colours, in the manufacturer's original packaging. The crayons must be suitable for children aged 4–8 years. **Between 5-12 thick crayons in assorted colours**; bidders are not permitted to choose a quantity within a range. 12. **Teddy bear**: One new, soft teddy bear measuring between 120 mm and 200 mm in length. It must be clean, dry, free from visible dirt, stains, odours, loose parts or damaged seams, and suitable for children aged 4–8 years. It must have no sharp components or readily detachable small parts that could present a safety risk. It must be supplied in clean, protective packaging. **13. No item may be substituted with a different product, size, quantity or formulation unless the bid expressly permits the substitution. All stated quantities, product characteristics and packaging requirements are mandatory.** **General Requirements**		

		14. Packaging Items must be placed in a clear, sturdy, self-zip lock plastic bag with heat seal. Bag size must be 330 mm – 440 mm (length) x 215 mm – 250 mm (width) to fit all items comfortably in the pack. The plastic bag must be clearly labelled with all the contents of the pack. A product code and expiry date must be labelled on the outside, in front of the pack. The lotion and 2-in-1 shampoo & conditioner must be packaged in a separate sealed plastic bag within the Ziplock pack to compensate for possible leakage. **15. Additional Packaging** Each sealed pack shall be supplied with a brown or white paper gift bag. It is mandatory that each comfort pack is accompanied with a white or brown paper gift bag in a bag or box. The brown or white paper bag must be sturdy, 300 mm – 400 mm (length) and 250 mm – 300 mm (width). The handle must be made of cotton rope, cotton ribbon or Polypropylene (PP) rope. **16. Expiry Date Requirements** The pack must reflect an expiry date that is at least six months earlier than the earliest expiry date of any item contained in the pack. Example: If the toothpaste is the first item to expire with an expiry date of August 2027, the expiry date of the pack should be February 2027. **17. Quantities** The quantities provided are estimated quantities only. The onus rests on the bidder to verify and ascertain accurate quantities to ensure the correct allocation of comfort packs per institution. **18. Pricing** The unit price must include the complete comfort pack inclusive of VAT and delivery to the sites as stated. The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and Specification will be deemed to be included in the prices stated.		

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.				
Item no.	A. Brand name	B. Product codes	C. Country of manufacture	D. State packaging offered
6.				

E. Are you the manufacturer? Please circle your option.

F. Does the offer comply with specification? Please circle your option. **YES/NO**

G. If not to specification, please indicate deviation(s) .....

.....

The Department reserves the right to regard any deviation from a mandatory requirement as material and to reject the bid on that basis.

H. What is the delivery period? **(this must comply with or be better than the Department's requirements in paragraph 3.4 of the Special Conditions)**

.....

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is the product latex free? Please circle your option. **YES/NO**

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of the Western Cape Provincial Health Department and the Cape Medical Depot.**(Section 11, ANNEXURE A)**

DEFINITION OF PRICING STRUCTURES

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

1. **Firm prices**

1.1 Firm prices mean **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. three 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.**

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

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

Where:

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

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

3.1 Index …….. dated Index …….. datedIndex …….. dated

Index …….. dated Index …….. datedIndex …….. dated

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

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

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

WESTERN CAPE GOVERNMENT

DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the following legislative framework -
   (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
   (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices (SBD8),
   (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
   (iv) Practice note 7 of 2009/10 (SDB4 Declaration of Interest),
   (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
   (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
   (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulter's register, and
   (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).

3. Definitions

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

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

''Business interest'' means -
(a) a right or entitlement to share in profits, revenue or assets of an entity;
(b) a real or personal right in property;
(c) a right to remuneration or any other private gain or benefit; or
(d) 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 combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"CSD" means the Central Supplier Database maintained by National Treasury;

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

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701.

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

"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, applies or bids 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 or sister, whether such a relationship results from birth, marriage, 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, agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape" ("PGWC") means -
(a) the Institution of the Western Cape, and
(b) a provincial public entity;

"RWOPS"/ "RWOEE" means -
Remunerative **W**ork **O**utside the **P**ublic **S**ervice or **R**emunerative **W**ork **O**utside the **E**mployee's **E**mployment.

"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/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
(a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
(i) resigned as an employee of the government institution;
(ii) ceased conducting business with an organ of state; or
(iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se,* meaning that it cannot be justified on any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to –
   (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
   (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding

10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -
    (a) 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
    (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
    (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

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SECTION A: DETAILS OF THE ENTITY		
A1.	CSD Registration number	**MAAA**_____
A2.	Name of the entity	
A3.	Entity registration number (where applicable)	
A4.	Entity type	
A5.	Tax reference number	
A6.	Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity, should be disclosed in the Table A below.	

TABLE A

FULL NAME	**DESIGNATION** Where a director is a shareholder, both should be confirmed	**IDENTITY NO**	**PERSONAL TAX REF NO**	**% INTEREST IN ENTITY**

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

Irrespective of the procurement process, the supply chain management system of an institution must prohibit any award to an employee of the state who seeks to conduct business with the Western Cape Government, either individually or as a member of a close corporation, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA, as prescribed by Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise/the employee's employments should obtain the necessary approval first (RWOP/ROEE). Failure to submit proof of such authority may result in disciplinary action, where applicable.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM1/2016 to exercise the listed action.)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes, complete Table B and attach their approved "RWOP"/"ROEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons (family members) connected to, or employees of, an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	**IDENTITY NO**	**DEPARTMENT/ EMPLOYMENT ENTITY**	**RELATIONSHIP TO BIDDER/DESIGNATION**	**INSTITUTION EMPLOYEE NO/PERSAL NO** Indicate if not known

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701.

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance with the Institution.			
C1.	Did the entity conduct business with an organ of state in the last 12 months? ***(If yes, complete Table C)***	NO	YES

TABLE C

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

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? *(To access this Register enter National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 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
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 5 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

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This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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 understand the content of the document;

(iii) that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, ESTIMATED QUANTITY, specifications and conditions or delivery particulars of the products or services to the Institution.

(iv) 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 awarding of the contract.

_____

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

1.1 Do you know and understand the contents of the declaration?
ANSWER: _____

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

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

1.4 Do you want to make an affirmation?
ANSWER: _____

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

_____ _____

SIGNATURE FULL NAMES

Commissioner of Oaths

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

Date: _____ Place _____

Business Address: _____

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701.

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

SECTION 7 WCBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

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

INTRODUCTION

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

1. **PILLARS OF THE PROGRAMME**

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

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

or

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

or

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

or

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

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

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

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

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

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

2.2 The purpose of reporting details of contracts in excess of the amount of R 10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

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

3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of US $10 million, to contact and furnish the DTI with the following information:

- Bid/contract number.
- Description of goods, works or services.
- Name on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-1401 or e-mail at emalapane@thedti.gov.za for further details about the programme.

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

4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:

(a) the contractor and the DTI will determine the NIP obligation;
(b) the contractor and the DTI will sign the NIP obligation agreement;
(c) the contractor will submit a performance guarantee to the DTI;
(d) the contractor will submit a business concept for consideration and approval by the DTI;
(e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
(f) the contractor will implement the business plans, and
(g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

Bid number: **WCGHCC0038/1/2025** Closing date: **20 November @ 11:00AM**

Name of bidder: ……

Postal address: ……

……

Signature: …….. Name in print: ……..

Date: ……

SECTION 8 **WCBD 6.1**

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

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

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

1. DEFINITIONS

1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.

1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.

1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;

1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"Consortium"** or **"joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"Non-firm prices"** means all prices other than "firm" prices

1.14 **"Person"** includes a juristic person;

1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;

1.16 **"Proof of B-BBEE status level contributor"** means –

(a) The B-BBEE status level certificate issued by an authorized body or person;
(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
(c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;

1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;

1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
- the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).

2.2 Preference points system for this bid:
(a) The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference points system shall be applicable; or

2.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE status level of contribution.

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and B-BBEE must not exceed	**100**

2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
(a) points out of **80/90** for **price**; and
(b) 0 points out of **20/10** for **B-BBEE**.

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 **POINTS AWARDED FOR PRICE**

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

80/20

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

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

$$Ps = 80\left(1 + \frac{\text{Pt}-\text{Pmax}}{\text{Pmax}}\right)$$

90/10

$$\text{Ps} = 90\left(1 + \frac{\text{Pt}-\text{Pmax}}{\text{Pmax}}\right)$$

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

8.1 B-BBEE Status Level: …… = …… ***(maximum of 20 points in terms of 80/20)***

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ……%

(ii) the name of the sub-contractor? ……

(iii) the B-BBEE status level of the sub-contractor? ……..

(iv) whether the sub-contractor is an EME or QSE? (*delete which is not applicable)* **YES/NO**

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……..

10.3 Company Registration number: ……..

10.4 Type of company/firm (Select applicable (option)

- ☐ Partnership/Joint venture consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public company
- ☐ Personal liability company
- ☐ (Pty) Ltd
- ☐ Non-profit company
- ☐ State-owned company

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

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

(c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

(d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.

(e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

(f) in addition to any other remedy it may have, the organ of state may -
(i) disqualify the bidder from the bid process,
(ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
(iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): ……

DATE: ……

ADDRESS: ……

WITNESSES:

1. ……..

2. ……..

SECTION 9: GCC

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.

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.

General Conditions of Contract

1. Definitions

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General Conditions of Contract

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.

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.

General Conditions of Contract

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.

General Conditions of Contract

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC

10.2 Documents to be submitted by the supplier are specified in SCC

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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 fulfilment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same ESTIMATED QUANTITY in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

23. Termination for default

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24.Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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 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

31.3 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.

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.

SECTION 10: BIDDERS' CHECKLIST

10.1 THE PURPOSE OF THIS CHECKLIST IS TO:

a) highlight all critical documents that constitute a complete bid; and
b) provide Bidders with a final opportunity to ensure that all critical documents are properly completed and included in their final offer.

10.2 BIDDERS MUST COMPLETE THIS CHECKLIST AND INCLUDE IT IN THEIR BID DOCUMENTS:

PAR./ SECTION	DOCUMENT DESCRIPTION	BIDDER	DEPARTMENT
2.3.7	Additional supporting information (if any)		
2.3.10	**Letter 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. (compulsory)		
2.4	Central Supplier Database **(CSD)** registration (Mandatory)		
Section 4	**Completed WCBD 1, Invitation to Bid (Mandatory)**		
	Proof of South African representative status (If applicable)		
	Proof of authority to sign the bid document, for example company resolution (Mandatory)		
Section 5	**Completed WCBD 3.1 pricing schedule for each item offered (Mandatory)**		
	Completed WCBD 3.2 for non-firm prices (If applicable)		
Section 6	**WCBD 4** Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination (**To be dated and signed by the relevant bidder and Commissioner of Oath)** (compulsory)		
Section 7	WCBD 5 National Industrial Participation (If applicable)		
Section 8	Completed WCBD 6.1 Preference Points Claim Form (If applicable)		
	B-BBEE verification certificate or sworn affidavit supporting WCBD 6.1(If applicable)		
Section 10	Bidders checklist		
Section 11	Annexures		

Bidders are also required to submit a **soft copy** of the Completed Bid Documents along with brochures, datasheets, and any other relevant information pertaining to this bid in a **USB format**. Should the **electronic copy** differ from the **hard copy**, the hard copy will **supersede** the electronic copy.

SECTION 11: ANNEXURES
DELIVERY LOCATIONS

THE DELIVERY OF ORDERS SHALL BE MADE TO THE FOLLOWING INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT

Khayelitsha District Hospital Dr Sakhumzi Radana Clinical Forensic Unit Khayelitsha Hospital C/o Steve Biko & Walter Sisulu Rd KHAYELITSHA 7783 Tel: 021 360 4570/4293/4704	**Karl Bremer Hospital** Dr Genine Josias Thuthuzela Care Centre M5 Building Karl Bremer Hospital, Mike Pienaar St PAROW 7500 Tel: 021 918 1321	**Mitchell's Plain Hospital** Ms. Sacha Paulse TCC at Mitchells Plain Hospital 08 AZ Berman Drive, Lentegeur MITCHELLS PLAIN 7785 Tel: 021-337 4858
Wesfleur Hospital Ms Charmain Hansen Thutuzela Care Centre Wesfleur Hospital Wesfleur Circle, ATLANTIS, 7349 Tel: 021 487 7394	**Victoria Hospital** Dr Esme Swanepoel Thutuzela Care Centre Victoria Hospital 1 ALphen hill road, WYNBERG, 7800 Tel: 021 799 1235	**Heideveld CDC** Dr Mackay Matanda Thuthuzela Care Centre Heideveld CDC Heideveld road, HEIDEVELD, 7764 Tel: 021 699 3246
Provincial Office Ms Tanja Venter Resource Stock Centre Karl Bremer Hospital Mike Pienaar street, PAROW Tel: 021 815 8731	**West Coast District Office** Hendriette Felix Swartland Hospital Grounds PG Nelson Street MALMESBURY 7300 Tel: 022-487 9357	**Cape Winelands District Office** Ms Jeanette Meiring Haarlem Street Van Riebeeck Park WORCESTER 6849 Tel: 023-348 8132
Central Karoo District Office Ms Lucretia van Wyk 99 Voortrekker Street BEAUFORT- WEST 6970 Tel: 023-414 3590	**Garden Route District Office** Deborah Jacobs 3rd Floor York Park Building St John's Street GEORGE 6530 Tel: 044-803 2756	**Overberg District Office** Aletta Ludik Caledon Hospital Grounds N2 Highway CALEDON 7230 028-214 5851

OFFICIAL SAMPLE EVALUATION REPORT

WCGHCC0038/1/2025

TO BE USED FOR ADJUDICATION PURPOSES ONLY

PLEASE NOTE:

Section **A1 and A2** must be completed in full and accurately by the bidder or their representatives.

The purpose of this form is to obtain input from end-users for adjudication purposes only.

The completed report is confidential and not for the information of bidders or their representatives.

No other version of the evaluation form or report will be acceptable for adjudication purposes.

Evidence Bank Supplier Database (ePS) purchases are not regarded as valid evaluations.

Bidders are to make copies of this form and must ensure that each sample is labelled, numbered, and has a corresponding form attached to it.

WCDOH/WCGHC CONTRACT NUMBER:	**Contract ITEM NO:**
WCGHCC0038/1/2025	

SECTION A1: COMPANY DETAILS: FOR COMPLETION BY BIDDER	
Bidder's/company name:	
Representative's name and surname:	
SECTION A2: PRODUCT DETAILS: FOR COMPLETION BY BIDDER	
Product name/type (e.g. gauze swab):	
Trade/Brand name (if applicable):	
Catalogue number/ Product code:	Offer number (if applicable):
SECTION B: FOR COMPLETION BY THE EVALUATING INSTITUTION	
Name of evaluating institution:	Date:
Evaluated by (print name):	Signature:
Department/Unit:	Contact number:
Is product to specification? (Please circle your option)	YES/NO **If NO, provide reasons**
Is product acceptable for intended use? (circle your option)	YES/NO **If NO, provide reasons**
Any other comments relating to the item:	
Name of supervisor (print name):	Signature:
Have you checked and verified the evaluation forms for correctness?	YES/NO
Name of CPS/Appointed official (print name):	Signature:
SECTION C: FOR HEAD OFFICE USE ONLY	

Received by (Print name): _____ Signature: _____

Date: _____

SAMPLE REQUIREMENTS

Samples must be submitted at Bid Closure on the 20 November 2026 at 11:00am.

No late samples will be considered under any circumstances and offers corresponding with late samples will be returned to the Supplier.

WCGHCC0038/1/2025: BID FOR THE SUPPLY AND DELIVERY OF COMFORT PACKS TO DISTRICT & SUB-STRUCTURE OFFICES UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH FOR A THREE-YEAR PERIOD

Illustrative Pictures of products

1. Comb - Fine bristles, plastic



2. Comb - Wide bristles, plastic

