



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

BID NUMBER: WCGHCC0048/2025 CLOSING DATE: 13 February 2026

CLOSING TIME: 11:00 AM

WCGHCC0048/2025 PROVISION OF CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FOR A FIVE-YEAR PERIOD

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

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

MANDATORY - Department of Health Bid Box marked "**Department of Health**" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Monday to Friday from 07:30 am to 16:00 pm (excluding public holidays). Please contact Onako Sobantu during office hours for directions should you have any difficulty finding the building.

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

Type text here

DEPUTY DIRECTOR: SUPPLY CHAIN SOURCING

DATE: 02 January 2026

**FOR OFFICE USE ONLY
WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS
DIRECTORATE: SCM CLINICAL SOURCING
BID OPENED 11:00
2026-02-13**

1).....
SIGNED

2).....
SIGNED

Supplier Database Registration for Formal Competitive and Limited Bidding

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

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

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

Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting www.csd.gov.za.

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

Only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids. Bidders are further required to complete the attached **form WCBD4**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

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

YES/NO

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SIGNED
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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

THIS BID IS DUE AT **11:00 AM on FRIDAY, 13 February 2026**
 VALIDITY EXPIRES ON **13 June 2026 (120 DAYS)**

1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

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

<p>FOR OFFICE USE ONLY WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS DIRECTORATE: SCM CLINICAL SOURCING BID OPENED 11:00 2026-02-13</p>	
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SIGNED	SIGNED

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1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

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

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

1.3 QUERIES

1.3.1 All queries or questions shall be directed to the appropriate officials, as shown below before end of business **Wednesday, 28 January 2026**. The Department will respond to all queries and questions before end of business **Wednesday, 04 February 2026**.

Contact	Email	Telephone
Onako Sobantu	Onako.Sobantu@westerncape.gov.za	021 834 9025

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

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

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

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 provision of **TOP service** for a period of 5 years.

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

1.5 INVITATION TO BID

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

1.6 SUBMISSION OF BIDS

1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing:

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" AT:
(M9 building) on premises of Karl Bremer Hospital
This building is situated at the Junction c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open MONDAY to FRIDAY from 07:30 am to 16:00 pm

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

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

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

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

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

<p>FOR OFFICE USE ONLY WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS DIRECTORATE: SCM CLINICAL SOURCING BID OPENED 11:00 2026-02-13</p>	
1).....	2).....
SIGNED	SIGNED

SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

- 2.1.1 This bid is subject to:
 - the General Conditions of Contract (GCC);
 - any other Special Conditions of Contract (SCC);
 - the application of the **80:20** Preferential Procurement Points System;
 - the provisions outlined in this Section 2.
- 2.1.2 The aforementioned conditions form part of the bid and failure to comply herewith may invalidate a bid.
- 2.1.3 **Order of Precedence:**
 - 2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.
 - 2.1.3.2 The SCC supplements the GCC.
 - 2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.
- 2.1.4 In this document words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- 2.1.5 Offers are to be valid for **120 Calendar Days** from the closing date of bid.
- 2.1.6 Notwithstanding the above, **additional bidders** may be considered for award, over the duration of the terms of the bid subject to full compliance with the prescribed accreditation requirements. Such consideration shall not constitute a replacement of any service provider already awarded under this process but may be exercised in circumstances where no suitable bidder was previously appointed, or where an existing service provider has subsequently failed to maintain the requisite accreditation or compliance status.
- 2.1.7 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 7. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

2.2 RIGHTS OF THE PARTIES

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

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2.3 BID DOCUMENTS

- 2.3.1 Bid Documents shall be completed in **black ink** only.
- 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 unauthorized change be made, such changes will not be recognized, 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 All bids must be accompanied by a letter signed by the bidder, authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.

2.4 Non – compliant Bidders will be notified after the Bid process has been concluded.

2.5 MANDATORY WESTERN CAPE BID DOCUMENTS

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

Section of this Document	Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name and Supporting Documents to be submitted
Section 4	WCBD1	Invitation to Bid
		<ul style="list-style-type: none"> • Proof of South African Representative Status (if applicable) • Proof of Authority to sign Bid to be attached
Section 5	WCBD 3.1	Pricing Schedule, including Specifications
	WCBD 3.2	Non-Firm Prices (Rate of Exchange) - Where applicable
Section 6	WCBD4	Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination
Section 7	WCBD5	The National Industrial Participation Programme
Section 8	WCBD6.1	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
		<ul style="list-style-type: none"> • (Points claimed in paragraphs 8.1 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). • Proof of B-BBEE Verification Certificate or Sworn Affidavit

2.5.2 **Only the B-BBEE status stated on the completed WCBD 6.1 listed above will apply to the evaluation of this bid.**

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

- 2.6.1 **Phase 1:** Compliance with par. 2.7.8 - Compulsory Central Supplier Databases registration and completion of the bid document. All bidders who comply with Phase 1 will proceed to phase 2.
- 2.6.2 **Phase 2:** Compliance with evaluation criteria, as outlined in the Terms of Reference Section 5. All bidders who comply with Phase 2 will proceed to phase 3.
- 2.6.3 **Phase 3:** Application of points for price and BEE status in accordance with the Terms of the Preferential Procurement Regulations 2022 and the Western Cape Government's interim strategy as it relates to preference points, to determine the highest total points scored by a bidder.

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

- 2.7.1 All bidders **must** be registered on the Central Supplier Database (CSD) at the time of bid closing.
- 2.7.2 In instances where a **preferred** bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded **7 working days to confirm tax compliance** in order for the bid to be considered.
- 2.7.3 All prospective unregistered bidders are invited to self-register on the CSD on www.csd.gov.za such **registration is to be completed at the time of bid closing**.
- 2.7.4 All **bidders who are already registered on the CSD** are advised to confirm their registration status on www.csd.gov.za before submitting their bid.
- 2.7.5 Assistance with the registration process can be sought by contacting the Department's e-Procurement Helpdesk at: SCM.eProcurementDOH@westerncape.gov.za.

2.8 AWARD

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

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

2.9 CONTACT DETAILS

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

Name & Surname:

Designation:

Telephone no with area code:

Fax no:

Cell phone no:

Email address:

FOR OFFICE USE ONLY WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS DIRECTORATE: SCM CLINICAL SOURCING BID OPENED 11:00 2026-02-13	
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SECTION 3: SPECIAL CONDITIONS OF CONTRACT

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

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

In addition to 3.8.1 and 3.8.2, 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 in 3.8.3 shall remain valid for twelve (12) months after the goods, or any portion thereof, as the case may be, have been delivered to, and accepted at, the final destination indicated in the contract.

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

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

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

3.4 DELIVERY AND DOCUMENTS

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

Services **shall be delivered within 21 days of receipt of the first order and thereafter ex stock, 48-72 hours**. This means that the contractor must deliver within 21 days after receipt of the first order from hospitals and/or the Western Cape Warehouse and within 48 to 72 hours after receiving subsequent orders. The supplier shall ensure the integrity of the service.

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

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- (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 ACCREDITATION DATABASE

Bidders who successfully meet the requirements of Phases 1, 2 and 3 will be accredited to provide the specified services and will be added to the **Provincial Strategic Purchasing Accreditation Database**. Accreditation serves as a pre-requisite for contracting, confirming that a provider has satisfied all compliance, quality and capability requirements necessary for participation in departmental purchasing arrangements.

3.6 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 A1**) and applicable taxes, i.e. **prices shall be quoted VAT inclusive**.

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

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

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

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

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

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

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

- a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding is determined **10 days** before bid closing, **03 February 2026**.
- b) The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the maximum percentage of imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.
- c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

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

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

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

3.9 NEGOTIATIONS

The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding *inter alia* price revisions, increases and service delivery should it be deemed necessary.

3.10 ORDERING RESTRICTIONS

Institutions shall not be restricted to minimum order quantities.

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3.11 QUANTITIES

The quantities reflected in the specification/WCBD3.1 are estimated quantities and are not guaranteed. Usage will be determined solely by the requirements of ordering institutions.

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

In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible.

If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

Payment shall be made within **30 days from receipt of a valid and correct invoice.**

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.

OFFER BY THE BIDDER

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

4.2 I/We agree that:

- a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
- b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the conditions in this document and the B-BBEE Certificate issued by a Verification Agency accredited by the South African Accreditation Systems (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, with all of which I am/we are fully acquainted;
- c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
- d) if my/our bid is accepted the contract will be concluded on signature of a letter of acceptance by the Department;
- e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:

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

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

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

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

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

**WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS**
DIRECTORATE: SCM CLINICAL SOURCING
BID OPENED 11:00

SECTION 4: WCBD 1

**PART A
INVITATION TO BID**

WCBD 1
1).....
SIGNED 2).....
SIGNED

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:	WCGHCC0048/2025	CLOSING DATE	13 February 2026	CLOSING TIME:	11:00 AM
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DESCRIPTION	PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar
Boulevard & Frans Conradie Avenue, Bellville

MARKED "DEPARTMENT OF HEALTH"

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Onako Sobantu	CONTACT PERSON	Muhammad Ali Moosajee
TELEPHONE NUMBER	021 834 9025	TELEPHONE NUMBER	021-483 5661 / 084 612 0391
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Onako.Sobantu@westerncape.gov.za	E-MAIL ADDRESS	Muhammad.Moosajee@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TCS PIN:	AND	CSD No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

**FOR OFFICE USE ONLY
WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS**
DIRECTORATE: SCM CLINICAL SOURCING
BID OPENED 11:00
2026-02-13

1).....
SIGNED 2).....
SIGNED Page 12 of 66

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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 (WCBD7.1).
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:

FOR OFFICE USE ONLY
 WESTERN CAPE GOVERNMENT:
 HEALTH & WELLNESS
 DIRECTORATE: SCM CLINICAL SOURCING
 BID OPENED 11:00
 2026-02-13

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
<p>NOTE</p>	<p><i>In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.</i></p>	
<p>1.1</p>	<p>SECTION 1: SCOPE:</p> <p>The Western Cape Government Department of Health & Wellness (WCDHW), as the constitutionally mandated authority responsible for the governance, stewardship, and overall coordination of the provincial healthcare sector, serves as the sole provider of public health services within the Western Cape. This mandate includes the provision, regulation, and oversight of surgical termination of pregnancy services for patients who meet the prescribed clinical and statutory criteria in accordance with applicable legislation.</p> <p>Where the need arises, the WCG Department of Health and Wellness (through its facilities) may outsource certain functions to suitable external service providers to support service continuity and access. As the Province progresses toward Universal Health Coverage (UHC), such targeted outsourcing may be used to supplement capacity where specialised expertise or additional service volume is required. All outsourcing arrangements will remain aligned with departmental standards, oversight requirements, and stewardship principles..</p> <p>Due to current short-term and envisaged long-term bed & theatre capacity constraints at various healthcare facilities, WCDHW has initiated this bid for the purpose of acquiring the provision of a clinical service to appropriately referred patients requiring trimester one (T1 TOP) and trimester two surgical termination of pregnancy (T2 TOP) across the province. The requirement for T1 TOP will only be for selected districts / sites as indicated in subsequent sections of this document.</p> <p>This contract will be in place as an option for public healthcare facilities to use a service provider for the provision of T1 & T2 TOP, where they are otherwise unable to deliver the service at the specified public health facility or are unable to make any internal arrangements to provide the service.</p> <p>The Department reserves the right to deliver surgical termination of pregnancy services internally through its own facilities and staff, or by making use of alternative arrangements including, but not limited to, sessional appointments, agency staff, or existing service-level agreements with other service providers.</p> <p>Appointment of a service provider under this contract does not constitute exclusivity or guarantee any specific volume of patient referrals. Referrals will be made at the sole discretion of the Department, based on operational needs, patient preferences, geographical access, and service capacity at the time.</p> <p>The Department further retains the right to allocate, redistribute, or withdraw referrals at any stage during the contract period in order to ensure equitable access, continuity of care, and efficient utilisation of available resources.</p> <p>The Department seeks to provide an equitable opportunity for all willing and capable service providers who meet the prescribed clinical, regulatory, and quality criteria to participate in the delivery of T1 & T2 surgical termination of pregnancy services.</p> <p>Eligible providers who satisfy the relevant compliance and accreditation requirements will be entered onto the Department's Accredited Provider Database. Inclusion on this database will serve as the basis for consideration and contracting for service delivery,</p>	

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

	<p>in accordance with departmental need, available resources, and applicable procurement prescripts.</p> <p>The Department reserves the right to the appointment of a successor providers, in cases where the initial contracted provider(s) becomes unable to continue service delivery, subject to applicable SCM processes and approvals and final tariffs. Any successor must be duly accredited on the Department's Strategic Purchasing Accreditation Database and demonstrate the capacity to deliver the required services. All contractual terms and performance standards shall remain applicable to the newly appointed provider.</p> <p>The contract will be applicable to all public healthcare facilities in the province servicing patients who require T1 & T2 surgical TOP. Facilities may refer patients to the appointed service provider(s) who will provide the necessary treatment on behalf of and at the agreed upon fee to the facility.</p> <p>Geographical considerations dictate that contractual awards may be made to multiple successful bidders. Bids will be considered from service providers who are only able to provide the required service in specific districts in the province. WCDHW reserves the right to determine the number of service providers required per district on the basis of the service need, and provider capacity.</p> <p>1.2 CONTRACT PERIOD</p> <p>1.2.1 The contract will be for a fixed period of Five (5) years.</p> <p>1.2.2 The Contractual period will be subject to annual review to assess the service provider's performance, compliance with contractual obligations, and continued maintenance of all requisite regulatory designations, accreditations, and professional registrations. Continuation of the agreement for each successive year shall be contingent upon satisfactory performance and ongoing compliance with these requirements</p> <p>1.2.3 The Western Cape Government: Department of Health & Wellness reserve the right to extend or terminate the agreement at expiration, subject to the agreed upon terms thereof.</p> <p>1.3 REGULATORY REQUIREMENTS</p> <p>1.3.1 The service provider must comply with all relevant statutory requirements, in particular those contained in the Choice on Termination of Pregnancy Act no. 92 of 1996 and the amendment Act 1 of 2008 in the performance of its obligation.</p> <p>1.3.2 The service provider must perform its obligation in accordance with the relevant provisions contained in the National Clinical Guideline for Implementation of the Choice on Termination of Pregnancy Act (2020) and the National Clinical Guideline for Contraception (2019).</p> <p>1.3.3 The Service Provider must provide proof that they are formally designated TOP service provider in terms of Amendment Act 1 of 2008. Where designation is pending, the bidder must submit a clear, dated plan for completion and evidence of application.</p> <p>1.3.4 Service providers that are not yet formally designated as TOP facilities must submit an application for designation and be willing to undergo evaluation for compliance with the requirements of Amendment Act 1 of 2008, in order to obtain such designation and qualify to bid for this contract. Evidence of such an application must also be attached to the bid submission.</p>	
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TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<p>SECTION 5 - BID AWARDING</p> <p>5.1 All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.</p> <p>5.2 Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.</p> <p>5.3 The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the Western Cape Government Health & Wellness procurement parameters.</p> <p>5.4 The Department will establish a bid evaluation committee to adjudicate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.</p> <p>SECTION 6 – OBLIGATIONS OF THE SERVICE PROVIDER (T1 TOP)</p> <p>The gestational age applicable for referral to the service provider under this section is from 0 up to and including 12 weeks.</p> <p>Bids for T1 TOP are only applicable for providers who are able to service the Garden Route and Cape Winelands districts. The service provider will be required to deploy appropriately qualified practitioners to perform the procedures at designated public healthcare facilities within the district.</p> <p>The facility shall make available the required theatre, procedure room, supporting staff, any specialised consumables, medicines, and instruments, while the service provider shall ensure the provision of skilled clinical personnel.</p> <p>6.1 Pre-Procedure Counselling</p> <p>6.1.1 Ensure that all patients receive comprehensive pre-procedure counselling, in line with the Choice on Termination of Pregnancy Act No. 92 of 1996 and the National Clinical Guideline for Implementation of the Choice on Termination of Pregnancy Act (2020).</p> <p>6.1.2 Practitioners providing counselling must be suitably trained / experienced and ensure that information on the procedure, available pain management options, potential risks, warning signs, post-procedure care, and contraception options choices are communicated to the patient.</p> <p>6.1.3 Obtain and document the patient's informed written consent prior to proceeding.</p> <p>*Some or all of the above requirements may, where operationally appropriate, be provided by the referring public healthcare facility in coordination with the service provider. Such arrangements may be implemented on a routine or case-by-case basis, as determined by the operational circumstances, available resources, and mutual agreement between the facility / district and the service provider</p> <p>6.2 Pre-Procedure Evaluation</p> <p>6.2.1 Conduct clinical assessment and ultrasonographic evaluation to confirm gestational age and determine eligibility for T1 TOP.</p>	

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

6.2.2	<p>Ensure that practitioners performing pre-procedure evaluation are experienced / trained in the operation of ultrasonographic equipment and reading / interpretation of results thereof.</p>	
	<p>*Pre-procedure evaluation may, where operationally appropriate, be provided by the referring public healthcare facility in coordination with the service provider. This may be implemented on a routine or case-by-case basis, as determined by the operational circumstances, available resources, and mutual agreement between the facility / district and the service provider.</p>	
6.3	Surgical procedure	
6.3.1	<p>Conduct cervical priming using e.g., Misoprostol and/or mechanical dilators, as clinically appropriate and at the discretion of the operating practitioner, and / or as agreed in consultation with the designated clinical liaison at the referring facility or district.</p>	
6.3.2	<p>Coordinate the administration of any required local anaesthesia in consultation with the designated clinical liaison at the referring facility or district. The necessary consumables and pharmaceuticals for such administration shall be provided by the designated facility.</p>	
6.3.3	<p>Be experienced and have completed any applicable training / certification in standard techniques i.e., Manual Vacuum Aspiration or Electric Vacuum Aspiration. The technique used shall be at the discretion of the operating practitioner, and / or as agreed in consultation with the designated clinical liaison at the referring facility or district</p>	
6.3.4	<p>The clinical practitioner shall familiarise themselves with, and perform all duties in accordance with, the infection prevention, control, and health care risk waste management protocols of the designated facility.</p>	
6.4	Post-procedure care	
6.4.1	<p>Coordinate the necessary post-procedure observation and ensure that the patient receives appropriate counselling on warning signs of potential complications, as well as guidance regarding follow-up care.</p>	
6.4.2	<p>Coordinate the provision of the necessary antibiotics, analgesics and Anti-D medication, as indicated and to be supplied by the designated facility.</p>	
6.4.3	<p>Ensure that contraceptive counselling is provided prior to discharge, and that contraceptives are provided where the patient elects for such. All contraceptives shall be supplied by the referring facility, limited to that which is available.</p>	
	SECTION 7 – OBLIGATIONS OF THE SERVICE PROVIDER (T2 TOP)	
	<p>The gestational age applicable for referral to the service provider will be from 13 up to 20 weeks. Referring public health facilities will evaluate complex / more advanced gestations (from 17 up to 20 weeks) on a case-by-case basis to determine whether they are appropriate for referral or should be managed at the public healthcare facility.</p>	
	<p>The following requirements are obligatory on the service provider:</p>	
7.1	Pre-Procedure Counselling	
7.1.1	<p>Ensure that all patients receive comprehensive pre-procedure counselling, in line with the Choice on Termination of Pregnancy Act No. 92 of 1996 and the National Clinical Guideline for Implementation of the Choice on Termination of Pregnancy Act (2020).</p>	
7.1.2	<p>Ensure that staff / practitioners performing the pre-procedure counselling are suitable trained / experienced in the provision of psychosocial services.</p>	
7.1.3	<p>Ensure that all relevant information materials pertaining to the procedure are provided / illustrated to the patient. These include information on the procedure,</p>	

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	available pain management options, potential risks, warning signs, post-procedure care, and contraception options / choices.	
7.1.4	Ensure that all relevant information materials pertaining to contraceptive use are provided to the patient prior to the procedure, including that which is available to be provided immediately, Post-TOP and those which can be administered during a follow-up visit.	
7.1.5	Ensure that the patient provides written consent to proceed with the termination of pregnancy.	
7.2	Provide appropriate pre-procedure evaluation including ultrasonographic assessment of gestational age.	
7.2.1	Ensure that staff / practitioners performing pre-procedure evaluation are experienced and trained in the operation of ultrasonographic equipment and reading / interpretation of results thereof.	
7.3	Provide appropriate cervical priming and ensure that the correct medicines / apparatus is used for such.	
7.3.1	Cervical priming may be done mechanically e.g. with the use of intracervical catheter, or	
7.3.2	Medically with the use of appropriate medicines e.g. Misoprostol	
7.3.3	The method for cervical priming is at the discretion of the operating medical practitioner	
7.4	Provide the necessary sedation when required.	
7.4.1	The service provider must ensure it has the required equipment / consumables and appropriately trained staff to provide sedation to a patient, where required	
7.4.2	The referring health facility will indicate to the service provider where a patient requires sedation.	
7.4.3	The service provider must also be able to provide sedation where it has not been pre-determined but is required during the procedure. This is at the discretion of the operating practitioner, who must be experienced and trained to make this decision.	
7.5	Surgical procedure	
7.5.1	Ensure that the practitioner performing the procedure is experienced and trained in the surgical evacuation of the uterus.	
7.5.2	Ensure that the appropriate surgical equipment is used for the procedure	
7.5.3	In the event of a perforation or profuse bleeding during the procedure, in addition to having the necessary on-site consumables / equipment to manage complications, an emergency referral plan must also be submitted by the service provider as part of its contingency measures to manage mid-procedure complications. The plan must contain a set of standard protocols which need to be followed in the event that an emergency referral is required. Key aspects for such must include expected transfer time targets, blood-product access arrangements, and quarterly testing of the plan with the referring facility. This must be operationally coordinated with each individual referring facility.	
7.6.	Provide the necessary antibiotics, analgesics and Anti-D medication, as indicated.	
7.6.1	Ensure that the necessary antibiotic is given to patient to ensure control against post-TOP infection e.g. Doxycycline, Azithromycin etc.	
7.7.	Provide post-procedure counselling	

7.7.1 Ensure that staff / practitioners performing the post-procedure counselling are experienced and trained in the provision of psychosocial services.

7.8 Post TOP Contraception / Family Planning

7.8.1 Ensure that patients are provided with contraceptives during post-procedure counselling. Patients should have been provided with all relevant information materials pertaining to the available contraceptives in the pre-procedure counselling and should be encouraged to take up a contraceptive method that they choose or prefer to prevent further unwanted pregnancy.

7.8.2 The service provider may obtain contraceptives / family planning medicines / information from the WCHW through the established Public-Private Collaborations (PPC) project, subject to the relevant processes thereof.

7.8.3 In cases where the referring facility request that implant (e.g. Implanon) or Intrauterine Device IUD (e.g. Mirena) contraceptives be used, the service provider must ensure that staff who perform this have completed the appropriate training and have the relevant licenses for such. The service provider may coordinate with the PPC project to assist in obtaining these requirements.

7.8.4 Implant and IUD contraceptives will only be used where indicated by the referring facility and where such has been obtained from the WCHW through the PPC project.

7.9 Effective follow-up and management of complications or referral of complications and / or other resulting

7.9.1 Ensure that in cases where complications arise but do not require referral, that these cases are managed effectively, and the appropriate treatment is provided

7.9.2 Ensure that in cases where complications arise, and referral is required, that the service provider liaise with the initial referring facility to determine the appropriate treatment required.

7.10 The service provider must ensure that all relevant details of the practitioner and any other auxiliary staff present during a procedure are accurately recorded and maintained on a database.

7.11 In certain instances, use of the services may be challenging for facilities in outlying regions, specifically where there are no providers with an established footprint / facility therein. The service provider must, therefore, be able to work with the relevant district / facility towards initiating a satellite / roaming service to provide where the need for such exists.

The satellite / roaming service will require the service provider to make available the necessary personnel / practitioners to perform the services at a nominated public health facility within a particular district. The nominated facility will make available the necessary theatre requirements, auxiliary staff, equipment, consumables, and medicaments to assist with the procedures.

The satellite / roaming service will potentially be applicable to all districts, excluding the City of Cape Town (Metro) District.

SECTION 8 – EQUIPMENT & FACILITY REQUIREMENTS

8.1 The provisions outlined below apply specifically to patients referred for T2 TOP at the providers facility . However, where practitioners bidding for T1 TOP or T2 TOP satellite / roaming service are affiliated with or operate from a healthcare facility, such facility must likewise comply with the relevant provisions set out herein.

8.2 The service provider must ensure that their facility(s) where the services will be performed are registered on the Master Health Facility List (MHFL) <https://mfl.csir.co.za/>

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

8.3 Where applicable, the service provider must ensure that their facility(s) are compliant in respect of the relevant Office for Health Standards Compliance requirements, or any such other Standards Framework such as The Council for Health Service Accreditation of Southern Africa NPC (COHSASA) or International Organization for Standardization ISO 9000.

8.4 Where applicable, the service provider must ensure that the medical equipment used for the procedures are accredited by the relevant regulatory body and the maintenance of such are done in accordance with the prescribed standards.

8.5 The service provider must ensure that the facilities from which it intends to perform the termination of pregnancy service complies with the requirements as stipulated in the Section 3 (1) of the Amendment Act 1 of 2008.

8.6 The service provider must ensure that it has equipment that is reasonable and necessary for the proper performance of the service.

8.7 The service provider must ensure it has the necessary ultrasonographic equipment of a reputable quality and must keep updated with technological advancement in the field.

8.8 The service provider must ensure it has all relevant consumables required to perform its obligation.

8.9 The service provider must have on-site emergency resuscitation equipment. These include procedure specific equipment in the event of complications e.g. Uterine Balloon Tamponade (UBT) kits.

8.10 The service provider must have facilities and equipment for clinical observation.

8.11 The service provider must have safe health care risk waste management practices in line with Provincial and National Policy Guidelines.

9.1 The service provider must have appropriate infection control measures.

SECTION 9 – ADMINISTRATIVE & LOGISTICAL REQUIREMENTS

9.2 The provisions below apply to both T1 and T2 TOP, with T1 requirements implemented only where relevant and applicable.

9.3 The service provider must ensure that it has adequate public liability insurance commensurate with the risk to which its staff, Patients and members of the public are exposed to when performing the required services. Where applicable, clinical staff employed by the service provider are also required to have adequate medical malpractice insurance.

9.4 The service provider must ensure that it has direct telephonic and electronic lines of contact to allow ease of communication for facilities wishing to refer patients to the service provider.

9.5 The service provider must ensure that it makes available dedicated personnel which facilities may liaise with in respect of referrals, requests for records and data / statistics.

9.6 In consultation with each referring facility, the service provider must identify a hospital within the health district to which any emergencies arising from the TOP's can be transferred. This must form part of the emergency referral plan as stipulated in 7.5.3.

9.7 The service provider must be able to provide transportation to and from their facility, in cases where the referring facility and patient are unable to do so.

The service provider must ensure that personnel who accompany patients during post-procedure transport are trained in basic life support measures. The referring health facility may indicate where such personnel are also required for pre-procedure transportation in complex / high-risk cases.

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

9.8	Due to geographical considerations, the provision of transportation services and fees thereof will differ across districts. The service provider is required to provide a global per patient fee for service (as indicated in attached pricing schedule), both inclusive and exclusive of transportation, for the relevant districts where it has indicated that capacity exists to provide the services for.			
9.9	Where applicable, the service provider must also indicate the pre-conditions in respect of the use of transportation services. e.g., the global per patient fee inclusive of transportation is subject to X number of patients from a referring facility being booked for TOP on the same calendar day.			
9.10	The service provider must ensure that they have sufficient capacity to manage the various administrative requirements in respect of referrals of patients from different facilities (i.e. patient documentation, invoicing for payments etc.).			
9.11	The service provider must ensure that all communication (i.e. telephone / e-mail) with patients in respect of appointments and follow-up appointments are kept on record. The referring facility may, from time to time, request these records for audit purposes.			
9.12	<p>The service provider must ensure that all data processing systems used are in accordance with POPIA</p> <p>The service provider must supply six (6) monthly quality assurance reports which detail, among others, number of cases done, complication rates and contraceptive uptake.</p> <p>The service provider must ensure that all relevant data / statistics is submitted to the district / sub-district Information Management office, to be specified by the referring facility.</p> <p>SECTION 10 - EVALUATION CRITERIA</p> <p>(i) Phase 1: Compliance with compulsory Western Cape and Central Supplier Databases registration and completion of the bid document. All bidders who comply with Phase 1 will proceed to phase 2.</p> <p>(ii) Phase 2: Compliance with evaluation criteria, as outlined below. All bidders who comply with Phase 2 will proceed to phase 3.</p> <p>(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.</p> <p>Please complete the documentary proof summary sheet below as evidence of your ability to confirm your compliance with the evaluation criteria on the previous page. All of the below mention must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.</p> <p>Bidders who do not submit all of the requested documents below or do not comply with all of the requirements below WILL be disqualified from further evaluation.</p>			
No	Criteria	Proof attached (tick where applicable)		
1	Bidders must indicate and substantiate their proven track record and experience in delivering the service Applicable for both T1 & T2 TOP.	<table border="1"> <tr> <td data-bbox="1185 2067 1374 2119">Yes</td> <td data-bbox="1374 2067 1530 2119">No</td> </tr> </table>	Yes	No
Yes	No			

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

	<p>* Bids will also be considered from service providers with no prior experience or track record, provided they demonstrate the necessary capacity, qualifications, and compliance to deliver the required service.</p>		
2	<p>The bidder must indicate which districts it has the capacity to service. The first selection grouping is where the bidder is able to service the district for T1 TOP. The second selection grouping is where the bidder is able to service the district via their own dedicated facility(s) for T2 TOP, and the Third selection grouping is where the bidder is only able to provide a satellite / roaming service for T2 TOP.</p> <p>Bids will be considered from service providers who can provide the service in specific districts in the province. The service provider must indicate which of the below listed districts it is able to provide the service for:</p> <p>Bidders may indicate below, where they are able / willing to make available a satellite / roaming service to a particular district for T1 TOP.</p> <p>Garden Route Cape Winelands</p> <p>Bidders may indicate below, where they are able / willing to make available a T2 TOP service at their own dedicated facility(s).</p> <p>City of Cape Town West Coast Overberg Cape Winelands Central Karoo Garden Route</p> <p>Bidders may indicate below, where they are able / willing to make available a satellite / roaming service to a particular district for T2 TOP. The satellite / roaming service is not applicable for the City of Cape Town (Metro) District.</p> <p>West Coast Overberg Cape Winelands Central Karoo Garden Route</p>	<p>Yes Yes</p> <p>Yes Yes Yes Yes Yes Yes</p> <p>Yes Yes Yes Yes Yes</p>	<p>No No</p> <p>No No No No No No</p> <p>No No No No No</p>
3	<p>For T2 TOP, the bidder must provide proof that their facility is currently registered as a designated TOP site, as per requirements of the Amendment Act 1 of 2008, or supply evidence of a pending / new application for such.</p> <p>During the evaluation process, the WCHW reserves the right to perform a physical site inspection on any facility intending to be used by the service provider to carry out its obligation. This is to ensure they comply with the requirements for a TOP facility as stipulated in Amendment Act 1 of 2008.</p>	<p>Yes</p>	<p>No</p>
4	<p>For T1 & T2 TOP, the bidder must provide proof that its personnel are suitably qualified and properly trained to perform the required services as follows:</p> <p>Practitioners performing the surgical evacuation of uterus to provide evidence of registration with Health Professionals Council of South Africa or South African Council of Nurses and with appropriate approval in terms of the health care societies and / or bodies.</p> <p>Practitioners performing the ultrasonographic assessment and the surgical evacuation of uterus to provide evidence that they have completed necessary special training required to perform surgical termination of pregnancy procedures.</p> <p>For T1 & T2 TOP, the bidder must ensure that the validity of the relevant staff licensing, permits and registrations are maintained. Proof of such must be made</p>	<p>Yes Yes Yes</p>	<p>No No No</p>

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	SECTION 11 OBLIGATIONS OF THE WCHW	
11.1	For both T1 and T2 satellite services, it remains the responsibility of the Department to ensure that the necessary theatre capacity and associated auxiliary staffing, equipment and support services are in place / provided by the facility to enable safe, effective and uninterrupted service delivery.	
11.2	The Department / referring public health facility shall provide the Service Provider with timely access to information reasonably required by the Service Provider to perform its obligations in accordance with the Service Level Agreement.	
11.3	The referring public health facility must ensure that patients are appropriately referred to the service provider. For both T1 & T2 (including satellite / roaming services) The service provider can provide confirmation of gestational age as per the relevant sections detailing service provider's obligation.	
11.4	The referring public health facility / district must coordinate with the service provider in respect of initiating a satellite / roaming service for the specific district.	
	SECTION 12- PRICING AND PAYMENT	
12.1	The bidder is required to complete the pricing schedules below for the relevant services in each of the districts where it has indicated that capacity exists to provide the required services for.	
12.2	The bidder must quote a sessional fee / per patient fee for the services, in accordance with the obligations as stipulated in section 6 & 7.	
12.2.1	For T2 TOP, the quoted per patient fee must include individual pricing for all mandatory services as well as per additional services, as follows:	
12.2.2	Mandatory services - Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation.	
12.2.3	For T2 TOP (excluding satellite / roaming service) The bidder must provide a per patient fee which is also exclusive of transportation, as stipulated in 9.6 and 9.7.	
12.2.4	For T2 TOP (excluding satellite / roaming service) The bidder must provide a per patient fee which is also exclusive of family planning / contraceptives. This is to make provision for cases where the patient either has declined post-TOP contraceptives, or the service provider has obtained contraceptives from the WCDHW. Implant / IUD contraceptives must only be administered when obtained from the WCDHW and at the request of the referring facility.	
12.2.5	T2 TOP (excluding satellite / roaming service) additional services – Pre-determined sedation & Mid-procedure sedation	
12.3	As stipulated in 7.10, the service provider must indicate a sessional fee for a T2 TOP Satellite / Roaming service. This includes the services as described in 6.1 to 6.8 but excludes patient transportation. All equipment, consumables and medicaments are also to be provided by WCDHW facility where the procedure(s) are to be performed).	
12.3.1	For T1 TOP & T2 TOP satellite / roaming service, bidders must quote a daily sessional rate for the provision of the services at designated facilities. The daily rate shall cover all professional and operational costs (i.e., transportation costs) associated with providing the service.	
12.3.1.1	The indicative service volumes are as follows:	

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

<p>12.3.1.2</p> <p>12.3.2</p> <p>12.3.3</p> <p>12.4</p> <p>12.5</p> <p>12.6</p> <p>12.7</p> <p>13.1</p> <p>14.1</p>	<p>T1 TOP Services: up to 10 procedures per day</p> <p>T2 TOP Services: up to 5 procedures per day</p> <p>Payment will be based on the agreed daily sessional rate, regardless of the exact number of procedures performed, provided the provider remains available for the full scheduled session and performs the services safely and effectively.</p> <p>The Department reserves the right to adjust sessional frequencies based on service demand and facility scheduling.</p> <p>Bidders are required to submit a price for Year 1. The rate submitted for Year 1 shall be regarded as the base rate. The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.</p> <p>No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three monthly.</p> <p>In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.</p> <p>On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.</p> <p>SECTION 13 – NEGOTIATIONS</p> <p>The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery should it be deemed necessary.</p> <p>SECTION 14-PERFORMANCE MONITORING</p> <p>Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections will take place to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes</p>	
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<p>15.1</p>	<p>SECTION 15 – GENERAL</p> <p>Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Western Cape Government: Health & Wellness. The Western Cape Government: Health & Wellness reserves the right, in its sole discretion:</p> <ul style="list-style-type: none"> (i) To amend the bid process, closing date or any other date at its sole discretion, (ii) To cancel the bid or any part of the bid before the bid has been awarded, (iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department, (iv) Not to award the bid to the highest points or lowest price, (v) To reject all responses submitted and to embark on a new bid process, (vi) To withdraw any services from the bid process, (vii) To terminate any party's participation in the bid process (viii) or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; (ix) To extend or expand the contract on written request from the Department. 	
<p>15.2</p>	<p>Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,</p>	

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WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS
 DIRECTORATE: SCM CLINICAL SOURCING
 BID OPENED 11:00
2026-02-13

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

CITY OF CAPE TOWN (METRO) DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHCC0048/2025**
CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026 OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
1.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
1.2	Basic Fee Per Procedure (as listed in 1.1) excluding patient transportation.	R (per patient)	
1.3	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives.	R (per patient)	
1.4	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives and patient transport.	R (per patient)	
1.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
1.6	Fee Per Additional Service: Mid-procedure Sedation.	R (per patient)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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HEALTH & WELLNESS
 DIRECTORATE: SCM CLINICAL SOURCING
 BID OPENED 11:00
2026-02-13

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

GARDEN ROUTE DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHCC0048/2025
CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026	OFFERS TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR TRIMESTER ONE SURGICAL TERMINATION OF PREGNANCY		
1.1	Daily sessional fee	R (Per session)	
2.	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
2.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
2.2	Basic Fee Per Procedure (as listed in 2.1) excluding patient transportation.	R (per patient)	
2.3	Basic Fee Per Procedure (as listed in 2.1) excluding the provision of family planning / contraceptives.	R (per patient)	
2.4	Basic Fee Per Procedure (as listed in 2.1) excluding the provision of family planning / contraceptives and patient transportation	R (per patient)	
2.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
2.6	Fee Per Additional Service: Mid-procedure Sedation	R (per patient)	
3.	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (SATELITE / ROAMING SERVICE);		
3.1	Daily sessional fee	R (Per session)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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HEALTH & WELLNESS
 DIRECTORATE: SCM CLINICAL SOURCING
 BID OPENED 11:00
2026-02-13

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

CAPE WINELANDS DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHCC0048/2025**
CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026 OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR TRIMESTER ONE SURGICAL TERMINATION OF PREGNANCY		
1.1	Daily sessional fee	R (Per session)	
2.	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
2.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
2.2	Basic Fee Per Procedure (as listed in 2.1) excluding patient transportation.	R (per patient)	
2.3	Basic Fee Per Procedure (as listed in 2.1) excluding the provision of family planning / contraceptives.	R (per patient)	
2.4	Basic Fee Per Procedure (as listed in 2.1) excluding the provision of family planning / contraceptives and patient transportation	R (per patient)	
2.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
2.6	Fee Per Additional Service: Mid-procedure Sedation	R (per patient)	
3.	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (SATELITE / ROAMING SERVICE);		
3.1	Daily sessional fee	R (Per session)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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HEALTH & WELLNESS
 DIRECTORATE: SCM CLINICAL SOURCING
 BID OPENED 11:00
2026-02-13

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

OVERBERG DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHCC0048/2025**

CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026 OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
1.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
1.2	Basic Fee Per Procedure (as listed in 1.1) excluding patient transportation.	R (per patient)	
1.3	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives.	R (per patient)	
1.4	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives and patient transportation	R (per patient)	
1.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
1.6	Fee Per Additional Service: Mid-procedure Sedation	R (per patient)	
2	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (SATELITE / ROAMING SERVICE);		
2.1	Daily sessional fee	R (Per session)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

CENTRAL KAROO DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHCC0048/2025**
CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026 OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
1.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
1.2	Basic Fee Per Procedure (as listed in 1.1) excluding patient transportation.	R (per patient)	
1.3	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives.	R (per patient)	
1.4	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives and patient transportation	R (per patient)	
1.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
1.6	Fee Per Additional Service: Mid-procedure Sedation	R (per patient)	
2	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (SATELITE / ROAMING SERVICE);		
2.1	Daily sessional fee	R (Per session)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

WEST COAST DISTRICT

PRICING SCHEDULE

WCBD 3.1

PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER ONE (T1 TOP) (SELECTED SITES ONLY) AND TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS & WELLNESS, FOR A FIVE-YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHCC0048/2025**
CLOSING TIME: 11:00AM ON FRIDAY, 13 FEBRUARY 2026 OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	
		Year 1	Year 2 – Year 5
1	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES		
1.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R (per patient)	
1.2	Basic Fee Per Procedure (as listed in 1.1) excluding patient transportation.	R (per patient)	The Rate applicable to Year 2 and each succeeding year thereafter shall be adjusted in line with the official annual Consumer Price Index (CPI) as published by Statistics South Africa for the preceding financial year. The Department reserves the right to review or negotiate the annual escalation should fiscal constraints or material market changes arise.
1.3	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives.	R (per patient)	
1.4	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives and patient transportation	R (per patient)	
1.5	Fee Per Additional Service: Pre-determined Sedation	R (per patient)	
1.6	Fee Per Additional Service: Mid-procedure Sedation	R (per patient)	
2	PER PATIENT FEE FOR TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (SATELITE / ROAMING SERVICE);		
2.1	Daily sessional fee	R (Per session)	

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.2

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DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

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

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

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

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

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

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
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2. **Non-firm prices**

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

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

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

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

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

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

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

Where:

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

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

- 3.1 Indexdated Indexdated Indexdated
- Indexdated Indexdated Indexdated

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PROVINCIAL GOVERNMENT OF WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

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

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

“business interest” means —

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

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

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

“employee”, in relation to –

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

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“entity” means any —

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

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

“Family member” means a person's —

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

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

“Institution” means —

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

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

“RWOPS” means —

Remunerative Work Outside the Public Service

“spouse” means a person's —

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

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

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

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.

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

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6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

TABLE C

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

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

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

C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i>	NO	YES
------------	---	----	-----

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
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C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law, (including a court outside the Republic of South Africa)?	NO	YES
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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

- I, _____ hereby swear/affirm;
- i that the information disclosed above is true and accurate;
 - ii that I understand the content of the document;
 - iii that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, EST QTY, specifications and conditions or delivery particulars of the products or services to the Institution.
 - iv that the entity or its representative is aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration?
ANSWER: _____
- 1.2 Do you have any objection to taking the prescribed oath?
ANSWER: _____
- 1.3 Do you consider the prescribed oath to be binding on your conscience?
ANSWER: _____
- 1.4 Do you want to make an affirmation?
ANSWER: _____

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

SIGNATURE FULL NAMES

Commissioner of Oaths
 Designation (rank) _____ ex officio: Republic of South Africa
 Date: _____ Place _____
 Business Address: _____

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

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SECTION 7**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

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

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:

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

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number:	WCGHCC0048/2025	Closing date:	13 February 2026 @ 11:00AM
Name of bidder:		
Postal address:		
Signature:	Name in print:
Date:		

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SECTION 8

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

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

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

1. DEFINITIONS

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

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Empowerment Act

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

2. GENERAL CONDITIONS

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

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	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:

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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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

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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General Conditions of Contract

1. Definitions

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

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General Conditions of Contract

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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General Conditions of Contract

7. Performance security

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

8. Inspections, tests and analyses

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

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General Conditions of Contract

8. Inspections, tests and analyses

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

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General Conditions of Contract

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

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15. Warranty

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

16. Payment

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

17. Prices

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

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

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22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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23. Termination for default`

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

19. Settlement of disputes

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

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

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34. Prohibition of Restrictive practices

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

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SECTION 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/documents (if any)		
2.7.9	CSD Registration (compulsory)		
Section 4	WCBD 1 (compulsory)		
	Proof of South African Representative status (If applicable)		
	Proof of authority to sign bid		
Section 5	WCBD 3.1 for each item offered		
	WCBD 3.2 (where 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		
Section 8	WCBD 6.1		
	B-BBEE Verification Certificate or Sworn Affidavit		
Section 10	Bidders checklist		

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.

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