

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

BID NUMBER: **WCGHSC0476/2025**

CLOSING DATE: **FRIDAY 10 APRIL 2026**

CLOSING TIME: **11:00**

**FOR THE PROVISION OF RENDERING OF A PRINTING SERVICE TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR.**

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign bidding documents, certificates, questionnaires and specification forms may invalidate the bid. **The date stamp on each page is for official use and not for completion by bidders.**

Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the entrance of M9 (the **old GENSES Building**) on the **premises or Karl Bremer Hospital**, corner of Mike Pienaar Boulevard and Frans Conradie Drive, Bellville. The bid box is open during **office hours, from 8:00-16:00, Mondays to Fridays**. If you are uncertain about the location of the bid box, please call the responsible official, Mr. Jacques Titus at (021) 834 9010 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the bidder accompanied by an explanatory letter. **No bidders' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

All bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing. **Bidders already registered on the CSD** must have **confirmation of their registration** AND **ensure that their status is up to date** prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

**Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding.**

**Central Supplier Database self-registration only:** [www.csd.gov.za](http://www.csd.gov.za)

**Contact email:** [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za)

**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 for the bid to be considered.**

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health (WCGH) for consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

**The successful bidder will be required to complete and sign a written contract form (WCBD7.1).**

Please refer all technical/specification enquiries to **Mr. Dwayne Evens** at telephone no. (021) 483 5454 or **email** [Dwayne.Evens@westerncape.gov.za](mailto:Dwayne.Evens@westerncape.gov.za).

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**For HEAD OF DEPARTMENT**

**DATE:** 12/03/2026

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
<b>10 APRIL 2026</b> APRIL 2026
1)..... 2) .....

10 APRIL 2026

1)..... 2) .....

## PART B

## TERMS AND CONDITIONS FOR BIDDING

PART A  
INVITATION TO BID**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

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

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

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

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

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

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	<b>WCGHSC0476/2025</b>	CLOSING DATE:	<b>10 APRIL 2026</b>	CLOSING TIME:	<b>11.00AM</b>
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DESCRIPTION	<b>BID: RENDERING OF A PRINTING SERVICE TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

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

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

CONTACT PERSON	<b>Jacques Titus</b>	CONTACT PERSON	<b>Dwayne Evans</b>
TELEPHONE NUMBER	<b>021 834 9010</b>	TELEPHONE NUMBER	<b>021 483 3245</b>
FACSIMILE NUMBER	<b>n/a</b>	FACSIMILE NUMBER	<b>n/a</b>
E-MAIL ADDRESS	<b>Jacques.Titus@westerncape.gov.za</b>	E-MAIL ADDRESS	<b>Dwayne.Evans@westerncape.gov.za</b>

**SUPPLIER INFORMATION**

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



Paragraph	SPECIFICATION / CONDITION	COMPLY Yes or No
	<p style="text-align: center;"><b>INTRODUCTION</b></p> <p>WCDOH &amp; Wellness wishes to appoint a single Bidder or multiple bidders to render a Printing Service to the Western Cape Department of Health and Wellness.</p> <p>Bidders must bid on ALL items or the preferred section of the bid document.</p>	
<p><b>1.</b></p> <p>1.1</p>	<p><b>EXPERIENCE</b></p> <p>Bidders must provide proof that they have at least five (5) years relevant printing experience</p>	<p>.....</p>
<p><b>2.</b></p> <p>2.1</p>	<p><b>REFERENCES</b></p> <p>Bidders must submit five (5) contactable reference for services rendered which are similar as outlined in the bid specification.</p>	<p>.....</p>
<p><b>3.</b></p> <p>3.1</p> <p>3.2</p> <p>3.3</p>	<p><b>DELIVERY LOCATIONS</b></p> <p>Bidders must indicate that they are willing to deliver goods to the following locations and offices:</p> <ul style="list-style-type: none"> <li>• Two central delivery points to the Cape Town Metro (one in Bellville area, one in CBD).</li> <li>• Separate delivery points at each District Office (add office locations).</li> </ul> <p>Bidders must provide proof of their vehicles to ensure delivery of required items to the various Hospitals / Institutions.</p> <p>Complete full delivery within 14 working days from the date of the official order.</p>	<p>.....</p> <p>.....</p> <p>.....</p>
<p><b>4.</b></p> <p>4.1</p>	<p><b>ORDERING RESTRICTIONS</b></p> <p>The Department unit /Institutions/ Directorate / facilities will be restricted to minimum quantity orders. Printing will be requested as and when required.</p>	<p>.....</p>
<p><b>5.</b></p> <p>5.1</p> <p>5.2</p>	<p><b>SITE INSPECTIONS</b></p> <p>The Department of Health and Wellness will conduct a due diligence process to determine a bidder's capability and ability before awarding a contract.</p> <p>Site inspections will be conducted on an annual basis for the duration of the contract.</p>	<p>.....</p> <p>.....</p>
<p><b>6.</b></p> <p>6.1</p> <p>6.2</p>	<p><b>SAMPLES</b></p> <p><b>(Bidders must provide samples in order to demonstrate their printing ability for the evaluation process) The successful bidder must provide actual samples before proceeding with the actual job.</b></p> <p>Bidders must provide the exact sample of what is listed in the specifications (i.e., if A4 document is requested, they must provide a complete A4 document)</p>	<p>.....</p> <p>.....</p> <p>.....</p>

6.3	Bidders must mark items exactly as they are listed in the specifications. Each sample must be marked with the bid number, item number and the bidder's name and address in clear, legible print of a reasonable size.	.....
6.4	Bidders must further ensure that sufficient samples are available on request at short notice after the bid closing for evaluation purposes, if so, requested by the Department.	.....
6.5	Samples of successful bidders will be retained for the full contract period.  Unsuccessful bidder's samples <b>must be</b> collected on conclusion of the contract <b>or</b> will be disposed or destroyed.	.....
<b>7.</b>	<b>PRICING SCHEDULE</b>	
7.1	Bidders must complete the WCBD3.2 (pricing Schedule form).	.....
7.2	Only firm prices will be considered.	.....
7.3	The bid will be awarded per section based on the bidder scoring the highest total points.	.....
<b>8.</b>	<b>RIGHTS</b>	
8.1	The Department of Health and Wellness reserves the right not to award this bid	.....
<b>9.</b>	<b>COMPULSORY BRIEFING SESSIONS</b>  <b>Venue</b> : Karl Bremer hospital, M9 Gensis Building, Mike Pienaar & Frans Conradie Avenue Bellville  <b>Date</b> : 19 March 2026  <b>Time</b> : 10H00  <b>Please note</b> Parking and time entering the building must be taken into consideration. The board room door will be closed at 10h00 to prevent any late comers from attending the meeting.	



Please refer all technical/specification enquiries to Mr Dwayne Evans  
[Dwayne.Evans@westerncape.gov.za](mailto:Dwayne.Evans@westerncape.gov.za) at 021 483 3245

Please refer all bidding/supply chain enquiries to Mr Jacques Titus at 021 843 9010 or email  
[Jacques.Titus@westerncape.gov.za](mailto:Jacques.Titus@westerncape.gov.za)

**SPECIAL CONDITIONS**

**BID WCGHSC0476/2025: RENDERING OF A PRINTING SERVICE TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR.**

THIS BID IS DUE AT **11:00 ON 10 APRIL 2026**

VALIDITY EXPIRES ON **09 JUNE 2026 (60 DAYS)**

**1. SCOPE OF BID**

1.1 This contract provides for the Rendering of a Printing Service to all Institutions under the control of the Western Cape Department of Health and Wellness for a 3-year period.

**2. APPLICABLE DOCUMENTS**

2.1 Prospective bidders must familiarize themselves with the contents of the **General Conditions of Contract (GCC)**

**3. TERMS AND CONDITIONS**

The following conditions will apply to this bid and contract:

- 3.1 Bidders shall make an offer against preferred section in this bid, **OR** all sections /items.
- 3.2 The list submitted with this bid shall be considered the official price list and may not be amended without prior approval by Western Cape Department of Health and Wellness and formal notification.

**4. PRICES**

- 4.1 All bid prices quoted must be VAT inclusive and must include free delivery to the institutions indicated in the delivery location details.
- 4.2 For the purpose of the contract concluded on finalization of this bid, prices must remain firm in all respects, that is, not subject to ANY fluctuations, for duration of the 3-year contract term. Bidders should make provision in their bid prices for expected cost increases during the three years in respect of inflation, exchange rate fluctuations in the case of wholly or partially imported products, or escalation formula adjustments in the case of locally manufactured products.
- 4.3 The Department will not consider any requests for exchange rate claims or general price increases at any time during the contract term.

**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 and service delivery should it be deemed necessary.

**GENERAL**

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, Western Cape Department of Health and Wellness. The Western Cape Department of Health reserves the right, in its sole discretion:

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
<b>10 APRIL 2026</b>	
1).....2) .....	.....
SIGNED	SIGNED

**WCBD3.2 PRICING SCHEDULE**

**BID WCGHSC0476/2025: RENDERING OF A PRINTING SERVICE TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR.**

NAME OF BIDDER: ..... **BID NUMBER:**  
**WCGHSC0476/2025**

**CLOSING TIME: 11:00 ON 10 APRIL 2026**

**OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS  
 GOODS & SERVICES SOURCING  
 BID OPENED @ 11:00  
**10 APRIL 2026**  
 1)..... 2).....  
 SIGNED SIGNED

**PRINTING SPECIFICATIONS**

No	DOCUMENT TYPE	SIZE	PAPER GRAMMAGE	COVER GRAMMAGE RANGE	NUMBER OF PAGES RANGE	FINISHING RANGE FROM	COLOUR	PRINT	COST 1 <sup>ST</sup> YEAR	COST 2 <sup>ND</sup> YEAR	COST 3 <sup>RD</sup> YEAR
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**1. PAPER PRINTS**

**BOOKS (minimum quantity of 50)**

ICN NUMBER						DESCRIPTION					
999970S0344961						BRANDING, AND SUPPLY OF BOOKS					
1	BOOK	A3 (297mm X 420mm)	80 -200 GSM	100 – 300 gsm	10 - 350	PUR BIND: SADDLE STICHED & GLUE BOUND; WIRE RING BOUND; STAPLED	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
2	BOOK	A4 (210 mm X 297mm)	80 -200 GSM	100 –300 gsm	10 - 350	PUR BIND: SADDLE STICHED & GLUE BOUND; WIRE RING BOUND;	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			

						STAPLED					
3	BOOK	A5 (148mm X 210mm)	80 -200 GSM	101 – 300 gsm	10 - 350	PUR BIND: SADDLE STICHED & GLUE BOUND; WIRE RING BOUND; STAPLED	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
4	BOOK	A6 (105mm X 148mm)	80 -200 GSM	103 – 300 gsm	10 - 350	PUR BIND: SADDLE STICHED & GLUE BOUND; WIRE RING BOUND; STAPLED	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			

**POSTERS (minimum quantity of 100 posters)**

ICN NUMBER				DESCRIPTION							
999970S0344933				BRANDING, AND SUPPLY OF POSTERS							

5	POSTERS	A1 (841mm X 594mm)	170 – 300 GSM		GLOSS / LAMINATED ON ONE SIDE	FULL COLOUR (CMYK)			
6	POSTERS	A2 (594mm X 420mm)	171 -300 GSM		GLOSS / LAMINATED ON ONE SIDE	FULL COLOUR (CMYK)			
7	POSTERS	A3 (420mm X 297mm)	170 – 300 GSM		GLOSS / LAMINATED ON ONE SIDE	FULL COLOUR (CMYK)			
	CORREX POSTERS	A1	THICKNESS 6mm	<div data-bbox="792 1257 1218 1506" data-label="Text" style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING BID OPENED @ 11:00 <b>10 APRIL 2026</b> 1)..... 2) ..... SIGNED SIGNED</p> </div>	FULL COLOUR (CMYK)				
	CORREX POSTERS	A2	THICKNESS 6mm		FULL COLOUR (CMYK)				

	CORREX POSTERS	A3	THICKNESS 6mm			FULL COLOUR (CMYK)			
	CORREX POSTERS	A1	THICKNESS 10mm			FULL COLOUR (CMYK)			
	CORREX POSTERS	A2	THICKNESS 10mm			FULL COLOUR (CMYK)			
	CORREX POSTERS	A3	THICKNESS 10mm			FULL COLOUR (CMYK)			

**FOLDED MATERIAL (minimum quantity of 500)**

<b>ICN NUMBER</b>	<b>DESCRIPTION</b>
999970S0344945	BRANDING, AND SUPPLY OF <b>FOLDS, PAMPHLETS, FLYER</b>

8	FOLDS	420mm X 140mm (3 -fold)	110 - 180 GSM		FOLDED 3 TIMES	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
9	FOLDS	A4 Folded to A5	111 – 180GSM		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
10	FOLDS	A3 Folded to A7	112 – 180 GSM		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
11	FOLDS	A4 Folded to DL (2-Fold)	113 – 180 GSM		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			
12	FOLDS	A3 Special Fold	114 – 180 GSM		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES			

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS  
GOODS & SERVICES SOURCING  
BID OPENED @ 11:00  
**10 APRIL 2026**  
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SIGNED SIGNED

**FLYERS (minimum quantity of 500)**

13	FLYER	A5	115-250gsm		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES / OR ONE			
14	FLYER	A6	115-250gsm		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES / OR ONE			
15	FLYER	A4	115-250gsm		GLOSS	FULL COLOUR (CMYK)	PRINT ON BOTH SIDES / OR ONE			

**FLIPCHARTS AND REGISTERS (minimum quantity of 500)**

ICN NUMBER		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED SIGNED</p> </div>			DESCRIPTION					
999970S0344959					BRANDING, AND SUPPLY OF FLIP CHARTS					
16	A3	120 – 250 GSM	120 – 250 GSM	20 - 300	Gloss laminated on both sides. Bound with 5 X removable rings on 2 – board stand (2500 micron) with valcro/string.	FULL COLOUR (CMYK)	PRINT ON ONE SIDES			
17	A3	120 – 250 GSM	120 – 250 GSM	5 - 100	With or without carbonized paper	FULL COLOUR (CMYK)	PRINT ON ONE SIDE OR BOTH			

**CANVAS (minimum quantity of 10)**

ICN NUMBER					DESCRIPTION					
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999970S0344973				BRANDING, AND SUPPLY OF CANVAS						
18	A2 (594mm X 420mm)	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>			A2 Canvas shadow wrapped on 20mm wood frame	FULL COLOUR (CMYK)	PRINT ON ONE SIDE			
19	A1 (594mm X 841mm)				A1 Canvas shadow wrapped on 20mm wood frame	FULL COLOUR (CMYK)	PRINT ON ONE SIDE			
20	A3 (429mm X 297mm)				A3 Canvas shadow wrapped on 20mm wood frame.	FULL COLOUR (CMYK)	PRINT ON ONE SIDE			
21	A4 (297mm X 210mm)				A4 Canvas shadow wrapped on 20mm wood Frame.	FULL COLOUR (CMYK)	PRINT ON ONE SIDE			

**CUSTOM SIZE BOOKS/ FLYERS (minimum quantity of 500)**

ICN NUMBER				DESCRIPTION						
999970S0345001				BRANDING, AND SUPPLY OF CUSTOM SIZE BOOKS AND FLYERS						
22	210mm X 210mm	170 – 300	110 gsm –300 gsm	10 – 150	FINISHING: Gloss or Matt finish, client dependent	FULL COLOUR (CMYK)	PRINT ON ONE SIDE OR BOTH			
23	210mm X 210mm	170 – 300	110gsm – 300gsm	10 – 150	FINISHING: A4 Gloss or Matt finish, client dependent	FULL COLOUR (CMYK)	PRINT ON ONE SIDE OR BOTH			
24	210 mm X 210 mm	170 – 300	110 gsm – 300 gsm	10 – 100	FINISHING: Gloss or Matt finish, client dependent. A4 printed both sides or one side	FULL COLOUR (CMYK)	PRINT ON ONE SIDE OR BOTH			

**CORPORATE FOLDERS (minimum quantity of 500)**

ICN NUMBER

DESCRIPTION

999970S0344997

BRANDING, AND SUPPLY OF CORPORATE FOLDERS

5	457 mm X 588 mm made up to 310 mm X 224 mm	<div data-bbox="613 624 1039 871" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	300 gsm Invercote Creato Matt	Matt Film laminated one side only. Creased, die cut to shape and made up complete with pockets colour reflex blue.	Branding: Full Colour CMYK			
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**2. NON-PAPER PRINTS**

**PROMOTIONAL ITEMS (minimum quantity of 100)**

ICN NUMBER

DESCRIPTION

999970S0266647

BRANDING, AND SUPPLY OF PROMOTIONAL ITEMS

1	CERAMIC MUGS	Product size: 10.1cm X 8.3cm Capacity: 345ml	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	Material: Ceramic	Branding: Full Colour (full wrap) – Digital or pad printing. Microwave and dishwasher safe.			
2	Sports Water Bottle	Plastic 500ml sports bottle.  Type: Flip top sipper lid		500 ml	Branding: Yes			
3	Travel cup with rubber lid	Durable, double walled plastic (polypropylene type material) travel mug with silicone lid.	Durable, double walled plastic (polypropylene type material) travel mug with silicone lid. Cone shaped cup with a minimum holding volume of 250ml and maximum bottom size of 60mm and must be dishwasher and microwave safe (must be indicated on the bottom). The cup must be dark navy.	volume of 250ml	Branding: Yes			
4	Stainless steel coffee mug	Colour: Stainless steel coffee mug with lid and handle. Fabric: Stainless steel outer, PP plastic inner with handle	Measurement: lid- 12.4 cm, length: 17.3cm, bottom- 6.2cm Capacity: 400ml		Branding: Yes			
5	Grip and Go	Stainless steel grip and lid in colours – Lime, Black,	Stainless steel Double walled vacuumed mug - Push button lid	450 ml	Branding: Yes			

		Green, Red and Blue						
6	Stainless steel Flask	Capacity: 500ml	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	Material: Stainless Steel	Branding Options: Screen Print, Pad print, Laser Engraving			
	Stainless steel Flask	Capacity: 1000ml		Material: Stainless Steel	Branding Options: Screen Print, Pad print, Laser Engraving			
7	Crisscross Grip Water Bottle	Product size: 6.4cm X 23cm Capacity: 580ml		Material: Plastic	Pad Print: Full Colour			
8	Vienna Double-wall Mug	Product Size: 15.5 (H) X 8 (dial)		Material: Stainless Steel	Branding Options: Laser Engraving and Pad Print			
9	Lanyard	Lanyard – 80cm (L) X 0.5cm (W)		80cm (L) X 0.5cm (W)	Branding: Yes			
10	Lanyard	Reflex Blue	Candy string/ Corded domed lanyard.	Size: 90 (l) X 0.5 (w).	Branding: Yes			
11	lanyard	Black or Blue Lanyard	Nylon Clasp: metal lobster claw. Branding: Sublimation printing of 1 full colour logo and 1 slogan in white. (Artwork will be provided) Imprint Areas: Both Sides of Lanyard; Logo and slogan repeated to cover length of lanyard.	36"x 0.625" (914mmx15mm) (including clip) Size of logo: 10mm X 35mm Size of slogan: 60mm x 3mm	Branding: Yes			
12	Lanyard	Black	20mm X 60mm lanyard (including clip): 36" X 0.625" (914mm X 15mm)		Branding: Yes			



20	Jacket	Navy Blue and white	85/15 Duck Down Ratio with 650 Fill Power. Responsible Down Standard Certified. Microtex shell fabric. Hypoallergenic quality down that prevents allergic reaction. Highly compressible and packable into its own separate stuff bag. Exposed front zip with inner wind-stop zip flap. Invisible hand zip pockets for storage. Elasticated hem and cuffs to seal in warmth. Feminine curved hem & waist for tailored fit SKU ID: 59531693	Size: S, M, L, XL, XXL, XXXL	Branding: Yes			
21	Polyester Unisex's Work Fleece	Navy Blue and White	Half Moon Yoke Cadet Style Collar Hanger Loop Inside Neck Elasticated Pull Cords & Toggles 2 Self Coloured Covered Zipped Pockets with Zip Pullers 370170	S, M, L, XL, XXL, XXXL	Branding: Yes			
22	Puffer Jacket	Navy Blue and White	Slim fit Full zip with stand-up collar Shell: 100% polyester taffeta Lining: 100% recycled polyester plain weave Fill: 100% polyester padding Zip pockets with hand warmer lining Water-repellent Taffeta	S, M, L, XL, XXL, XXXL	Branding: Yes			
23	Polyester T-Shirt	Product Size: XS – 5XL	Material: 100% cotton. Capacity: 140-180 gsm. 135g 100% Polyester Moisture Management e-Dri; varying colours	XS – 5XL	Branding Options: Embroidery, Screen Print, Heat Press Branding: Yes			

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**GOODS & SERVICES SOURCING**  
 BID OPENED @ 11:00  
**10 APRIL 2026**  
 1)..... 2) .....  
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24	Geo Golfer Shirt	Product Size: S – 5XL		Material: Spandex	Branding Options: Embroidery, Screen Print, Heat Press			
25	Panel Trio Cap	Panels ranges from 3 – 6 Adjustable sizes	<p style="text-align: center; margin: 0;">WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING</p> <p style="text-align: center; margin: 0;">BID OPENED @ 11:00</p> <p style="text-align: center; margin: 0;"><b>10 APRIL 2026</b></p> <p style="text-align: center; margin: 0;">1)..... 2) .....</p> <p style="text-align: center; margin: 0;">SIGNED                      SIGNED</p>	Material: Heavy Brushed Cotton Fabric	Branding Options: Embroidery, Screen Print			
26	Caps	Black	Material: Heavy Brushed Cotton. Capacity: 6 panel structure. Embroidered eyelets. Pre-curved peak. Belt buckle and tuck-in return. 4 Rows stitched sweatband. Colour	120 mm X 60 mm	Branding: Yes			
27	5 panel flat cap	Black	Material: 100% Cotton. Soft material. Velcro fastening at the back. Colour fast and won't fade.	Adjustable size	Branding: Yes			
28	Buff	Black buff with full coloured logos on	Made with 100% polyester microfiber. Elastic no seams or hems (no stitching). Lightweight, breathable, microfiber fabric that is wind resistant. Machine washable and non-iron. A material should not lose elasticity, must be colour fast and won't fade.	Size: 52 cm X 24.5 cm approximate	Branding: Yes			
29	Card Holder	8 Vibrant colours, White, Orange, Red, Royal Blue, Black, Pink, Purple, Lime Green	With MM adhesive, the silicone cell phone wallet will be secured tightly on your phone back. Nonslip: The design of the card holders have considered about slip proof, the inside friction surface ensures the card won't slide off.	5.5 X 8.5 cm (W X H)	Branding: Yes			

30	Wallet Cards	Custom Printed Card	PVC credit card size: cards printed in full colour both sides	Credit Card size: cards	Branding: Yes			
31	License disk pouches branded	Black/ Blue	Material: Plastic branding options: Vinyl Sticker, Dome Sticker, Pad Print	Size: 9cm X 9cm	Branding: Yes			
32	Pen and Power bank gift set	Pantone colour or CMYK	Aluminum construction Push button includes charging cable	9.5 X 2. 2 X 2.2cm	Branding: Yes			
33	High Capacity Powerbank	Product size: 15.2cm X 7.2cm X 1.5cm Capacity: 12000 mAh		Material: Plastic	Branding Options: Direct Digital, Pad Print			
34	Branded Notebooks	Various colours	Material: PU Capacity: A5. 80 Sheets / 160 Lined Pages Branding Options: Deboss, Digital Dome Sticker, Foil, Screen Print	Size: 21cm (l) x 14cm (w) x 1.3cm (h)	Branding – Yes	<div style="border: 1px solid black; padding: 5px;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00  <b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED SIGNED</p> </div>		
35	Mousepads	Various colours	Ergonomic Wrist rest and mouse pad To include option for branding	215 x 255 x 21mm Height: 21mm Length: 215mm Width: 255mm	Branding – Yes			
36	Trophies	Varying types: Description: Glass Amber Flame Awards 280 mm high. Description: Glass Octagon Tower – 210 mm high		VARYING DESIGNES DEPENDENT ON CLIENTS NEEDS	Engraving on award. Engraved plaques for bases to include sandblasting/ engraving of standard or customized text Engraving on the award Engraved plaques for bases, if necessary. To include sandblasting / engraving of			

		Description: Small stars – 145mm X 130mm Engraved plaques – 40mm X 20mm			standard or customized (Clear Acrylic), including engraving on award Engraved plaques for bases. Star Tower- gold base- black acrylic Engraving on award Acrylic Black Base- Single Tier Medium 195 mm Engraved Plaque MASTER Blank plaques (12 each) Assembly engraved plague.			
37	Cotton Bag	Colour: Royal Blue	Fabric: Organic Cotton Light weight	15" (h) X 18" (w) X 6"(d)	Branding: Yes			
38	Compu- Messenger Bag	Product size: 44cm (w) X 12.5cm (d) X 32.5cm (h)		Material: 600D & Jacard IN VARIOUS COLOURS	BRANDING: PANTONE OR CMYK FULL COLOUR			
39	Drawstring Sports Bag with zip pocket- 210D	Product Size: 33cm X 38.5cm		Material: 210D Polyester	Branding Options: Screen Print, Heat Press.			
40	Bag Mesh Heavy duty	Blue	<div style="border: 2px solid blue; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	Material: Polyester	Capacity: 90 cm (L) X 60 cm (W). Size: 90cm (L) X 60cm (W)  Printing: No			
41	Double Decker Cooler Bags	Product Size: 23cm X 35cm X 18cm			Material: PVC Lining & in 420D Nylon in VARIOUS COLOURS	BRANDING: PANTONE OR CMYK FULL COLOUR		

42	Cooler Bag	Various Colours	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS GOODS &amp; SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	6 Can cooler bag - Dual zip around - Front pocket - Side pouch with hook and loop flap - shoulder sling - silver Lining	15 (h) X 19 (l) X 23(w)  Branding: Yes			
43	Hand Sanitiser	Fresh hand sanitizer- Branding: sticker		Size: 50ml and 125ml	Branding: Yes			
44	Folding Selfie Stick	Product Size: 60cm X 5cm X 2.5cm		Material: Silicone & Stainless Steel	Branding Options: Digital Sticker, Dome Sticker			
45	Avenger Ball Pen	Standard size		Material: Metal	Branding Options: Pad Print, Pad Wrap			
46	Pens	Ink: Black		Ballpoint Pen- rubber grip and white barrel Exterior: Clear Frosted White and Green	Branding: Yes			
47	Axis Dome Memory Stick	Size: USB- 5.5 cm (l) X 2cm (w) X 1cm (h) Presentation Case: - 7cm (l) X 2.6(w) X 1.5cm (h) Capacity: 4GB – 64GB		Material USB- Soft Touch ABS & Metal Presentation Case – PP	Branding Options: Digital Dome Sticker, laser engraving Pad print			
48	Treble USB Pen	Product Size: 0.5 (h) X 18		Material: Stainless Steel	Branding Option: Laser Engraving Pad Print			

		(l) X 4 (w) USB capacity varving			and screen Print			
49	USB	Black with silver 360- degree rotating metal shell and plastic case	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	USB: 1 Full colour Logo on both sides of 360-degree rotating metal shell and plastic see through case	32GB storage Speed 2.0+ interface			
50	Button Badge pin clip	Product Size: Small – 37mm X 37mm Medium – 58mm X 58mm Large – 75mm X 75mm		Metal	Branding Options: Dome Sticker			
51	Wow Stickers	Black	Durable and waterproof. Removable vinyl black with full Wow colour logo	Size: 2-3/4" X 14- 1.2"	Branding: Yes			
52	Vinyl Floor Stickers	Ranges from 20cm X 20cm – 60 X 60cm		Vinyl	Full colour CMYK print			
53	Fridge Magnets branded	Various Colours.	Material: Magnet Branding Options: Full Colour print, Gloss Laminate finishing Sharp or round corners.  Metal and magnetic	Size: 9cm (l) X 5.5cm(w) X 0.4cm(h).  Size: 85(w) X 55(h); 33.5(w) X 33.5 (h); A5	Full Colour  Branding: Yes			

54	Whistle Key ring	Royal Blue and Black	Type: Plastic	Measurement: 18" (w) X 58(h)	Branding: Yes			
55	Tablecloths	Black and Reflex blue	Material: 100% Cotton, Durable material. Reinforced stitching for extra strength	122cm (L) X 61cm (W) X 74cm (H)	Branding: Yes			
56	89 Litre Cargo Trunk with Wheels	Black	Plastic 2 Wheeled trunk reinforced locked telescopic pull handle Light and easy to carry	80cm (L) X 45cm (W) X 35cm (H) 89 liters	Printing: No			
57	Stationery Type Thera bands	Various	Medium Elastic Yellow, green, black	No size	Printing: No			
58	Gym Towels with metal zip opening pocket	Black	Material: <ul style="list-style-type: none"> <li>• 100% Cotton</li> <li>• Capacity: 400g/m2</li> <li>• Branding: Embroidery</li> <li>• Brandable flat strip into towel</li> <li>• Stitched seam on edges</li> <li>• Zip compartment</li> </ul>	105(L) X 50(W)	Branding: Yes			
59	Digital Display Measuring wheel	Black and Yellow	Plastic handle. Rubber covered wheel. Range:9999.9m stretchable handle for easy storage. Rubber covered measuring wheel	Wheel diameter: 318mm	Printing: No			
60	Digital stopwatch	Black	Plastic, Sport timer with alarm Chronograph 1/100sec Lap & split control	8cm X 6cm	Printing: No			
61	Sport Cone Beacon	Various Colours	Made with high-quality plastic to withstand the elements and long time playing. Ideal for sports training, outdoor games or - Designed for use on any surface - grass, concrete, gym floors, cement, artificial turf and more.	160mm high	Branding: Yes			

**WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS**  
**GOODS & SERVICES SOURCING**  
 BID OPENED @ 11:00  
**10 APRIL 2026**  
 1)..... 2) .....  
 SIGNED SIGNED

62	Leather Skipping ropes	Various Colours	100% GENUINE LEATHER, the skipping rope is built to withstand Heavy-Duty use	Adult size	Printing: No			
63	Yoga Mats	Various Colours	Lightweight PVC Non-slip surface Strap included for easier transportation Material: NBR Include option to brand	Size: 173 X 61 X 1cm	Printing: No			
64	EMS Carry Bag	<p>The pouch must have 2 layers and 3 carry options. Layer 1: 140mm x 170mm in dark navy Divided into 2 sections. The first section is a smaller section on the left (facing the front of the pouch). This section should be able to fit a torch of approx. 35mm diameter. A Velcro closing strap should be long enough to reach over the torch and secure to the front section. The second section (on the right when facing the pouch) is a standard pouch with a zipper closure on top and various pen flaps facing the front of the pouch.</p> <p>Layer 2: Attached to the front of the pouch must be a smaller pouch with a zipper closure made in medical green (Hex colour #00843d or at least a match to the green of the EMS uniform). Affixed to this pouch, facing the front, should be the Metro EMS and WCDHW logos – rubberised / screen printed / high quality embroidery.</p> <p>Carry Options: Crocodile hooks: The carry pouch must be 2 Crocodile type hooks at the top two corners to allow the pouch to be 1 attached to belt loops on uniform</p>		140mm X 170mm	Branding: Yes – as per specifications			

**WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS**  
**GOODS & SERVICES SOURCING**  
  
 BID OPENED @ 11:00  
**10 APRIL 2026**  
 1)..... 2) .....  
 SIGNED SIGNED

**3. SIGNAGE AND BANNERS (Minimum quantity of 5)**

ICN NUMBER	DESCRIPTION
999970S0344985	BRANDING, AND SUPPLY OF SIGNAGE, GAZEBO AND BANNERS

1	Double Sided Telescopic Flag Banner	Ranges from 1m – 2m	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p>BID OPENED @ 11:00</p> <p><b>10 APRIL 2026</b></p> <p>1)..... 2) .....</p> <p>SIGNED                      SIGNED</p> </div>	Luminum Frame Ground Spike Carry Bag Metal frame to mount the flags and secure it	FULL COLOUR DIGITAL PRINT				
2	Pylon Sign	750 X 2700 X 186mm		Sturdy Fixture into concrete/tar	FULL COLOUR DIGITAL PRINT				
3	Chromodek sign	Range from A3: 1m X 2m; 2m; 1.5m		Chromodek	FULL COLOUR DIGITAL PRINT				
4	Collapsible Aluminium Direction	Standard 4' X 4' X 12'		Printed 10mm Coro boards, pre-positioned Velcro for mounting and base plates					
5	Suspended signage	Ranges from 1.5m X 750mm – 4m X 2.4m		Chromadec	FULL COLOUR DIGITAL PRINTING				
6	Wall Mounted Banners	Ranges from 1m X 1m – 2m X 2m		Vinyl or Perspex	FULL COLOUR DIGITAL PRINTING				
7	Wall Banner and Lollipop Stands	Double – sided 15mm aluminium slide frame 19mm centre pole 300 X 300 X4mm square		Powder - coated height-adjustable lollipop stand	FULL COLOUR DIGITAL PRINTING				

		base. Modular unit A3 poster size Portrait						
8	Pull-Up Banners	Standard Size		FULL COLOUR DIGITAL PRINTING	Branding : Yes			
9	Curve Banner	Standard Size		FULL COLOUR DIGITAL PRINTING	Branding : Yes			
10	Tear Drop Banner	1140mm (W) X 3300mm(H)		FULL COLOUR DIGITAL PRINTING	Branding : Yes			
11	X Stand Banner	?						
12	Multi Charge Cable		<ul style="list-style-type: none"> <li>• Includes connectors for USB-A, USB-C, lightning and micro USB</li> <li>• Allows simultaneous charging of different types of devices</li> <li>• Compact design and tangle-free cable for easy portability</li> </ul>		Branding : No			
13	Armband Cellphone Holder equal or similar to Marco		<ul style="list-style-type: none"> <li>- Separate Locker Key Holder</li> <li>- Luminous Strip</li> <li>- Great quality</li> </ul>		Branding : Yes			

**WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS**  
**GOODS & SERVICES SOURCING**  
 BID OPENED @ 11:00  
**10 APRIL 2026**  
 1)..... 2) .....  
 SIGNED                      SIGNED

14	Universal Adjustable Stylish Phone Device Holder Stand		Adjustable Phone Device Holder Stand.		Branding : Yes			
15	Stress ball				Branding : Yes			
16	Corni Foldable Bag	Official WCG colours only	Made from 190T polyester, the spacious shopper bag has one main open storage compartment, carry handles and folds up into a cute pocket-sized fruit or vegetable design with a drawstring closure and carry strap.		Branding : Yes			
17	Portable first aid		Eva material casing with a double zippered closure, added inner mesh support and includes the following content; 1 pair of scissors, alcohol swabs, a triangular bandage, bandages, cotton, adhesive bandages, tape and cotton buds		Branding : Yes			
18	Kooshty Slurp Glass Kup & Straw	480ML			Branding : Yes			
19	Aluminium Sip Cup similar or equal to Stanley Replica	500ML						
20	Toiletry kit		(must include unisex bag, toothbrush, approved toothpaste, wash cloth and approved bath soap).		Branding : Yes (bag only)			

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS  
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

**10 APRIL 2026**

1)..... 2) .....  
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21	Cycling shirt				Branding : Yes			
22	Running shirt				Branding : Yes			
23	Sport socks				Branding : Yes			

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS  
GOODS & SERVICES SOURCING

BID OPENED @ 11:00  
**10 APRIL 2026**

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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, applies or bids for the sale, lease or supply of goods or services to the Province;

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

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

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

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

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

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



**“RWOPS”/“ RWOEE”** means -

**Remunerative Work Outside the Public Service or Remunerative Work Outside the Employee's Employment.**

**“Spouse”** means a person's -

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

- 4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
    - (i) resigned as an employee of the government institution;
    - (ii) ceased conducting business with an organ of state; or
    - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
- 5. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of possible conflict of interest, should the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.

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

**WESTERN CAPE GOVERNMENT HEALTH**  
GOODS & SERVICES SOURCING  
BID OPENED @ 11:00  
**10 APRIL 2026**  
1)..... 2) .....  
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**SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE**

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

I, \_\_\_\_\_ hereby swear/affirm;

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

\_\_\_\_\_  
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

**ANSWER:** \_\_\_\_\_

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

**ANSWER:** \_\_\_\_\_

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

**ANSWER:** \_\_\_\_\_

1.4 Do you want to make an affirmation?

**ANSWER:** \_\_\_\_\_

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

<b>WESTERN CAPE GOVERNMENT HEALTH</b>	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
<b>10 APRIL 2026</b>	
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\_\_\_\_\_  
SIGNATURE  
Commissioner of Oaths

\_\_\_\_\_  
FULL NAMES

Designation (rank) \_\_\_\_\_ ex officio: Republic of South Africa

Date: \_\_\_\_\_

Place \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

**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 includes all applicable taxes less all unconditional discounts;
- 1.16 **“Proof of B-BBEE status level contributor”** means –
- The B-BBEE status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

WESTERN CAPE GOVERNMENT HEALTH  
GOODS & SERVICES SOURCING

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**10 APRIL 2026**

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

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

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

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

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

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

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

10.2 VAT registration number: .....

10.3 Company Registration number: .....

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



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

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

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

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

**DATE:**  
.....

**ADDRESS:**  
.....

**WITNESSES:**

1. ....

2. ....

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# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

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The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and  
To ensure that clients are familiar with 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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**10 APRIL 2026**

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## TABLE OF CLAUSES

1. **Definitions**
2. **Application**
3. **General**
4. **Standards**
5. **Use of contract documents and information; inspection**
6. **Patent rights**
7. **Performance security**
8. **Inspections, tests and analysis**
9. **Packing**
10. **Delivery and documents**
15. **Insurance**
12. **Transportation**
13. **Incidental services**
14. **Spare parts**
15. **Warranty**
16. **Payment**
17. **Prices**
18. **Contract amendments**
19. **Assignment**
20. **Subcontracts**
21. **Delays in the supplier's performance**
22. **Penalties**
23. **Termination for default**
24. **Dumping and countervailing duties**
25. **Force majeure**
26. **Termination for insolvency**
27. **Settlement of disputes**
28. **Limitation of liability**
29. **Governing language**



- 30. **Applicable law**
- 31. **Notices**
- 32. **Taxes and duties**
- 33. **National Industrial Participation Programme (NIPP)**
- 34. **Prohibition of restrictive practices**

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GOODS & SERVICES SOURCING  
BID OPENED @ 11:00  
**10 APRIL 2026**  
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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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "*Force majeure*" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts 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.

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BID OPENED @ 11:00

**10 APRIL 2026**

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- 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 sub-contractors) 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 functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

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BID OPENED @ 11:00 <b>10 APRIL 2026</b>	
1).....	2) .....
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Where applicable a non-refundable fee for documents may be charged

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and**

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



<b>WESTERN CAPE GOVERNMENT HEALTH GOODS &amp; SERVICES SOURCING</b>	
BID OPENED @ 11:00	
<b>10 APRIL 2026</b>	
1).....	2).....
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## analyses

- 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 paragraphs 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 paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier
- 8.6 Supplies and services which are referred to in paragraphs 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 paragraphs 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 Paragraph 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

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the

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**WESTERN CAPE GOVERNMENT HEALTH**  
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

**10 APRIL 2026**

1)..... 2) .....  
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**documents** terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC

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

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

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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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

**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

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**WESTERN CAPE GOVERNMENT HEALTH**  
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

**10 APRIL 2026**

1)..... 2) .....  
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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.

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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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**WESTERN CAPE GOVERNMENT HEALTH  
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BID OPENED @ 11:00

**10 APRIL 2026**

1)..... 2) .....  
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- 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

- 22.1 Subject to GCC Paragraph 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 Paragraph 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 Paragraph 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

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BID OPENED @ 11:00

**10 APRIL 2026**

1)..... 2) .....  
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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 period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the preventative 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 of 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 restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

25.1 Notwithstanding the provisions of GCC Paragraphs 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.

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

**26. Termination for insolvency**

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

**27. Settlement of disputes**

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 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

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later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.3 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a Contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

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