Western Cape Government

Health and Wellness
Mr M Ramjan
Directorate: Supply Chain Sourcing
Marco.Ramjan@westerncape.gov.za | Tel: 021 834 9021

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

BID NUMBER: **WCGHCC0044/2025** CLOSING DATE: **13 February 2026** CLOSING TIME: **11:00AM**

BID WCGHCC0044/2025: SUPPLY AND DELIVERY OF CARDIOTHORACIC SURGERY CONSUMABLES, INTERVENTIONAL CARDIOLOGY REQUIREMENTS AND CARDIOVASCULAR SURGERY CONSUMABLES TO CENTRAL HOSPITALS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A 3-YEAR PERIOD

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

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

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to 17:00 pm (excluding public holidays). Please contact Mr M Ramjan during office hours for directions should you have any difficulty finding the building

Bidders are also required to submit a **soft copy** of the **Completed Bid Document** in a **USB format**.

Should the electronic copy **differ** from the **hard copy**, the hard copy will supersede the **electronic copy.**

DEPUTY DIRECTOR: CLINICAL SOURCING
DATE: 03 December 2025

MAP

DIRECTION TO BID BOX LOCATED AT M9 BUILDING

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HEALTH & WELLNESS
DIRECTORATE: SCM CLINICAL SOURCING
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Supplier Database Registration for Formal Competitive and Limited Bidding

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

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

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

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

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

Only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD 4**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.

Please confirm that you are registered on the **Central Supplier Database.** **YES/NO**

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SECTION 1: INTRODUCTION

THIS BID IS DUE AT **11:00 AM on FRIDAY, 13 February 2026**
VALIDITY EXPIRES ON **16 May 2026 (120 DAYS)**

1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

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

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1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

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

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

1.3 QUERIES

1.3.1 All queries or questions shall be directed to the appropriate officials, as shown below before end of business **Tuesday, 19 January 2026.** The Department will respond to all queries and questions before end of business **Tuesday, 06 February 2026**.

Contact	Email	Telephone
Mr Marco Ramjan	Marco.Ramjan@westerncape.gov.za	(021) 834 9021

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

Bidders to please send an email to Marco.Ramjan@westerncape.gov.za and when downloading the Bid Document from the E-Tenders Portal for record or any communication purposes and provide the following details via email:

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

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1.4 SCOPE

1.4.1 The Western Cape Department of Health and Wellness (hereafter referred to as 'the Department') invites bidders to submit bids for the provision of **cardiothoracic surgery consumables, interventional cardiology requirements and cardiovascular surgery consumables** for a three-year period.

1.4.2 This contract provides for the supply and delivery of cardiothoracic surgery consumables, interventional cardiology requirements and cardiovascular surgery consumables at the **three (3) Central Hospitals, Groote Schuur Hospital, Tygerberg Hospital and Red Cross War Memorial Children's Hospital** under the control of the Department of Health and Wellness. Only devices that comply with the specified parameters in this and other bid documents that are approved by the Department of Health and Wellness may be procured. All awards will be made to suit the needs of the patients and communities in which the hospitals are situated and to provide a choice of devices.

1.4.3 The Department will decide on the suitability of products offered in consultation with clinical stakeholders. It will reserve the right to disregard and delete -

- product ranges/items with a similar application and quality to other item ranges in a category where lower-priced equivalents are available,
- product ranges/items not required exclusively for the treatment of patients in operating theatres and intensive care units,
- items included in existing national (RT) or departmental (WCGHW) contracts for other related requirements, and
- items classified as equipment on the grounds of their application and value.
- Samples will only be requested for products that are not currently known to or previously evaluated by the Department. Where the Department is unfamiliar with a product or its performance history, bidders may be requested to provide samples for technical evaluation, quality verification or user assessment. No samples are required for items already approved or previously supplied under

existing contract.

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

1.5 TERMS AND CONDITIONS

The following conditions will apply to this bid and contract:

1.5.1 Bidders must submit offers for the specified item categories or groups in this bid, **not per full product brochure or general price list of the bidder.** The offer details must be typed in the designated fields of the Excel document (Annexure D) available on the eTender Portal, provided electronically and on a USB drive accompanying the hard copy of the bid. A printed version of this completed Excel sheet will serve as the hard copy price list and must be included in the bid submission. **Failure to submit the hard copy price list with the bid will render the offer non-compliant.**

1.5.2 Bidders **must** submit an electronic copy of the completed bid document including the completed Excel sheet (Annexure A,B,C & D) on a USB drive. In the event of any discrepancy between the electronic copy and the submitted hard copy, the hard copy shall take precedence.

1.5.3 Bidders shall offer only item ranges **of which there have been actual usage and sales on WCGHCC0044/2025** and only new item ranges **for which there have been an actual demand on Electronic Procurement System (EPS)**. Based on historical trends, items not purchased from this contract within the first year are unlikely to show increased sales for the remaining period.

1.5.4 Bid prices offered shall be derived by deducting a percentage discount from the supplier's current list prices applicable to the general trade, NOT only to this contract and shall be based on the requirements of the specification. Trade prices, % discount and final bid prices including VAT must all be reflected on the price list offered (Annexure D).

1.5.5 Price lists submitted with this bid shall be considered the official price lists after recommendation and may not be amended without prior **approval by the Department of Health and Wellness and formal notification to its hospitals and the affected supplier.**

1.6 INVITATION TO BID

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

1.7 SUBMISSION OF BIDS

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH AND WELLNESS" AT:
(M9 building) Old GENSIS building on premises of Karl Bremer Hospital
This building is situated at the Junction c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open MONDAY to FRIDAY from 07:30 am to 17:00 pm

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

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

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

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

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

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SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

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2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

2.1.1 This bid is subject to:

- the General Conditions of Contract (GCC);
- any other Special Conditions of Contract (SCC);
- the application of the **90:10** Preferential Procurement Points System;
- the provisions outlined in this Section 2.

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

2.1.3 **Order of Precedence:**

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

2.1.3.2 The SCC supplements the GCC.

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

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

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

2.1.6 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 7. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

2.2 RIGHTS OF THE PARTIES

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

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

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

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

2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing

contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

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2.3 BID DOCUMENTS

2.3.1 Bid Documents shall be completed in **black ink** only.

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

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

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

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

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

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

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

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

2.3.10 All bids must be accompanied by a letter signed by the bidder, authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.

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

2.5 MANDATORY WESTERN CAPE BID DOCUMENTS

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

Section of this Document	Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name and Supporting Documents to be submitted
Section 5	WCBD1	Invitation to Bid
		• **Proof of South African Representative Status (if applicable)**
		• **Proof of Authority to sign Bid to be attached**
Section 6	WCBD 3.1	Pricing Schedule, including Specifications
Section 7	WCBD4	Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination
Section 8	WCBD5	The National Industrial Participation Programme
Section 9	WCBD6.1	Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 and the Western Cape Government's Interim Strategy as it relates to Preference Points
		• **(Points claimed in paragraphs 8.1 must correspond with the table in paragraph 5.1 and must be substantiated by a B-**

	FOR OFFICE USE ONLY WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS DIRECTORATE: SCM CLINICAL SOURCING BID OPENED 11:00 **2026-02-13** 1)..... 2)..... SIGNED SIGNED	**BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).** • **Proof of B-BBEE Verification Certificate or Sworn Affidavit**

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

2.5.3 The mandatory Western Cape Bid Documents and all further mandatory documents are listed in **Section 10**.

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

(i) **Phase 1 – Compliance with Mandatory and Administrative Requirements (Par. 2.5, 2.7; 2.7.1-2.7.5 AND 2.7.6),** only bidders that are compliant with phase 1 will be eligible to progress to Phase 2 of the Bid Evaluation Process;

(ii) **Phase 2:** Product compliance with specifications and clinical acceptability: Only bidders whose products were found to be clinically acceptable and to specifications will be eligible to progress to Phase 3 of the Bid Evaluation Process; and

(iii) **Phase 3:** Pricing and B-BBEE Status Level of Contributor **– Award (Pricing as per the WCBD 3.1 and B-BBEE as per the WCBD 6.1 par. 2.4)**

2.7 PHASE 1: MANDATORY REQUIREMENTS - **Failure to comply with these requirements will invalidate your offer.**

2.7.1 MANUFACTURER/SUPPLY AGREEMENT (Distribution Letter) APPLICABLE TO ALL THE ITEMS

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

b) Where applicable, bidders must furnish proof of appointment as sole South African supplier or as accredited representative in respect of all offers made.

c) If the contractor relinquishes the sole agency during the contract period, the contract for the affected items will lapse and the Department of Health and Wellness must be informed of the change immediately, unless a cession application is submitted to the Department for consideration.

d) The Department reserves the right to enter into contracts with more than one sole supplier or accredited representative of specific makes of appliances and accessories and to establish conditional contracts during the contract period with newly appointed sole suppliers or accredited representatives.

2.7.2 MANDATORY MANUFACTURING STANDARDS

All bidders **must** provide a valid copy of **ISO 13485 - Quality Management for Medical Devices Certificate** for each manufacturer whose products form part of their bid. In addition, a valid copy **must** be included of **EN13795** (where applicable), **SANS: 1286: 2017** (where applicable), **American standard ASTM F2100-11**(where applicable), **European EN: 14683** (where applicable), the **Australian Standard AS 4381:2015** or any other **latest international certification or test report** (where applicable), **SANS 1866-1:2018 and SANS 1866-2:2018** (where applicable), **SANS50149** (where applicable). **Failure to submit the aforementioned manufacturing standards will invalidate your offer.**

Where bidders offer items from more than one manufacturer: valid, certified copies of manufacturing

standards for each facility and country where products are manufactured must be included in the bid documents. Failure to comply with the aforementioned, will invalidate your offer.

2.7.3 SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY (SAHPRA) REGISTRATION

A valid, certified copy of a **SAHPRA licence** as a manufacturer, distributor or wholesaler of medical devices and IVDs **must** be provided for all items in this bid, **where applicable**.

2.7.3.1 General contact information for the South African Health Products Regulatory Authority

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

Postal Address;
South African Health Products Regulatory Authority
Private Bag X828
Pretoria
0001

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

2.7.4 HAZARDOUS SUBSTANCES (incl. Latex) (WHERE APPLICABLE)

Bidders **must** submit Latex Free Letters/Declarations for each item specified to be free of latex or have an **indication on its packaging** confirming that it is latex free. The Department **may** request Laboratory verification reports (Laboratory Test Report) for each item specified to be free of latex.

2.7.5 STERILISATION STANDARDS (WHERE APPLICABLE)

The original certificate/validation of sterilisation (or a valid, certified copy) must be included in the bid document by bid closing for all items that are required to be sterile. Any of the following sterilisation standards may apply, unless otherwise specifically stated:

Steam	• ISO17665-1 • SANS 17666-1 • ISO 11124
Gas	• EN Harmonising standards • ISO 11135
Gamma	• EN Harmonising standards • ISO 11137

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

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

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

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

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

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

2.8 EVALUATION PROCESS & CLINICAL EVALUATION OF SAMPLES

2.8.1 No clinical evaluation of samples is required for the purposes of this bid. However, bidders must be able to supply samples for scrutiny on short notice at any time during the consideration of the bid, if the Department should request them.

2.8.2 Samples will only be requested for products that are not currently known to or previously evaluated by the Department. Where the Department is unfamiliar with a product or its performance history, bidders may be requested to provide samples for technical evaluation, quality verification or user assessment. No samples are required for items already approved or previously supplied under existing contract.

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

2.8.4 In this event the product is unknown to the Department samples will be requested **approximately 3-4 weeks** after the bid closing date and only from such bidders who are deemed to be compliant to mandatory requirements articulated in this bid document. Compliant bidders will be informed of the cut-off date and time for sample deliveries in writing but are required to have samples ready for delivery.

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

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

2.8.7 Bidders must ensure that the relevant evaluating institutions are provided with sufficient samples of ALL the products offered, as specified for each item, including those currently available on contract(s) and/or in use at institutions. Bidders must further ensure that sufficient additional samples are available on request at short notice after the bid closing for testing purposes, if so requested by the Department.

2.8.8 It is the bidder's responsibility to provide written proof that samples of each product were delivered to the specified institutions. This shall consist of a document with the name of the designated institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples. These documents must be forwarded to Clinical Sourcing as soon as the deliveries are made

2.8.9 **Samples will not be evaluated** if:

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

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

2.8.11 The offers of bidders who are unable to comply with **paragraphs 2.9.1 – 2.9.8** regarding the supply of samples will be disregarded.

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

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

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

2.9 AWARD

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

2.10 CONSENT TO THE AWARD

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

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

2.11 CONTACT DETAILS

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

Name: ……..

Designation: ……..

Telephone no with area code: ……

Fax no: ……

Cell phone no: ……

Email address: ……

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SECTION 3: SPECIAL CONDITIONS OF CONTRACT

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

3.1 DEFINITIONS

For purposes of this Bid Document:

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

3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

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

The Bidder may only appoint subcontractors as identified in the WCBD 6.1 in Section 9 of this document and must seek written approval from the Department prior to implementing any change to its subcontractor agreements.

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

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

3.3 WARRANTY

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

In addition to **4.15.1 and 4.15.2** of the **General Conditions Of Contract** , the Bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship, or from any action/omission of the Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the Republic of South Africa. Where goods are required to be adapted for the Department's needs, the Bidder shall provide the same warranty.

This warranty in 4.15.2 shall remain valid for twelve (12) months after the goods, or any portion thereof, as the case may be, have been delivered to, and accepted at, the final destination indicated in the contract.

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

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

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

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3.4 DELIVERY AND DOCUMENTS

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

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

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

(i) *It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.*

(ii) However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. ...If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request.

3.5 DELIVERY LOCATIONS

Goods **are required for delivery into the stores of institutions** under the control of the Department of Health and Wellness, Western Cape Government (**please see Annexure A**) in such quantities as may be ordered from time to time. It is essential that adequate stock is available to the Department at all times.

3.6 PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES

All items must be delivered in a carton/box.

Each item **must** be individually packaged according to the specification and include the following information, at a minimum:

- Name of the Bidder
- Name of the manufacturer/supplier
- Bidder Item / product Description
- Bidder Item / Product / Catalogue Code
- Date of Manufacture
- Product Expiry date
- Batch / Lot number
- Date of sterilisation (where applicable)
- Expiry date of sterilisation (where applicable)
- Sterilisation method, e.g. ETO, steam, etc. – **must** appear on outer and immediate packaging. (where applicable)
- Sterilisation process indicator – **must** appear on outer or immediate packaging. (where applicable)

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

3.7 PRICES

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

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 each year 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.

The Department will not consider any requests for exchange rate claims or general price increases at any time during the contract term.

3.8 NEGOTIATIONS

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

3.9 ORDERING RESTRICTIONS

Institutions shall not be restricted to minimum order quantities.

3.10 QUANTITIES

The quantities purchased from this contract by hospitals are **QUANTITIES NOT GUARANTEED** and will be determined solely by the individual requirements of institutions.

3.11 CLINICAL EVIDENCE

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

3.12 PAYMENT

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

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

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

3.13 STATEMENT OF SUPPLIES AND SERVICES

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

3.14 COMPLIANCE FOR QUALITY

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

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OFFER BY THE BIDDER

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

4.2 I/We agree that:

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

b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the conditions in this document and the B-BBEE Certificate issued by a Verification Agency accredited by the South African Accreditation Systems (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, with all of which I am/we are fully acquainted;

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

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

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

_____

_____

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

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

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

4.6 I/We declare that I/we have participation*/no participation* in the submission of any other offers for the

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supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved: *(*Delete whichever is not applicable*)

_____

_____

_____

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SECTION 4 **INVITATION TO BID** **WCBD 1 (PART A)**

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

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	**WCGHCC0044/2025**	CLOSING DATE:	**13 February 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**SUPPLY AND DELIVERY OF CARDIOTHORACIC SURGERY CONSUMABLES, INTERVENTIONAL CARDIOLOGY REQUIREMENTS AND CARDIOVASCULAR SURGERY CONSUMABLES TO CENTRAL HOSPITALS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS , WESTERN CAPE GOVERNMENT FOR A 3-YEAR PERIOD**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr M Ramjan**	CONTACT PERSON	**Mr M Ramjan**
TELEPHONE NUMBER	**021 834 9021**	TELEPHONE NUMBER	**021 834 9021**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Marco.Ramjan@westerncape.gov.za**	E-MAIL ADDRESS	**Marco.Ramjan@westerncape.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

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ACREDITATION SYSTEM (SANAS)			

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER: ……

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

DATE: ……

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SECTION 5: SPECIFICATIONS & PRICING SCHEDULE (WCBD3.1)

6.1 SECTIONS OF THE SPECIFICATION

6.1.1. SECTION 1: CARDIOTHORACIC SURGERY CONSUMABLES

Item	Description
1	Stented aortic and mitral valves (tissue)
2	Mitral and tricuspid bands and rings
3	Stent less bio-prosthetic aortic valve (tissue)
4	Mechanical aortic and mitral valves
5	Aortic mechanical valved conduit
6	Homograft
7	Bio-prosthetic heart valved conduit
8	Fabric conduit/apical aortic conduit
9	Bio-prosthetic pulmonary valved conduit
10	Coronary artery retraction clip
11	Fogarty- surgical aortic cross-clamp inserts
12	Drains Cardiac. Flanged with stab pull connector or non-flanged with appropriate connector.
13	Pledgets
14	Poly Tetra Fluoro Ethylene (PTFE) felt
15	Soft tissue protector
16	Tourniquet sets: cardiac
17	Sternocostal bone fixation
18	Frozen elephant trunk grafts

6.1.2. SECTION 2: INTERVENTIONAL CARDIOLOGY REQUIREMENTS

Item	Description
1	Sheath introducers (access sheaths) Specialized radial access sheath
2	Micro-puncture set
3	Steel re-enforced sheath
4	Peel away sheath
5	Hydrophilic sheath
6	Accessories: connector, high pressure line with 3 ways tap, manifold, manometer line, control syringe, luer lock syringe, guide wire introducer needle & torque device
7	Inflation device
8	Diagnostic catheters
9	Catheter for radial access and bilateral coronary injection
10	Thermo-dilution balloon catheter
11	Coronary cutting balloon catheters
12	Drug coated balloons
13	Structural heart interventions: Balloons
14	Coronary balloons
15	Over the wire balloons
16	Ultra-strong balloon catheter
17	Compliant balloon
18	Balloon in balloon catheter
19	Multi-stage inflation balloon
20	Sizing balloon
21	Mitral valvuloplasty balloons [inoue]
22	Ablation catheters
23	Guiding catheters
24	Coronary aspiration catheters
25	Micro catheter
26	Imaging: intra-cardiac echo catheters
27	Transseptal guiding introducers
28	Diagnostic guide wires
29	Balloon tipped catheters
30	Drug eluting stents
31	Bio-resorbable stents

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32	Bare metal stents:
33	Stent: Self expanding
34	Stents: Vascular bare metal
35	Covered vascular stent
36	Vascular closure devices
37	Left atrial appendage closure device
38	Vascular Occluders
39	Atrial Septal occluders
40	PFO occluders
41	Duct occluders
42	VSD occluders
43	Snares
44	Coronary mechanical atherectomy device
45	Embolic protection device
46	Coronary invasive analysis - wires
47	Coronary invasive analysis - catheter
48	Para valvular leak devices
49	Transseptal puncture needle
50	Coils – vascular
51	Pericardial drain kits
52	High pressure angiography accessories
53	Femoral introducer needle (puncture needle)
54	Occluder delivery systems - sheath
55	Intra vascular lithotripsy balloon
56	Intra vascular imaging catheter
57	Radiological contrast medium
58	Interventional/ Coronary guide wires
59	Wires for structural interventions
60	Catheter extensions
61	Guide wire extensions
62	Percutaneous intervention accessories
63	Sterile equipment covers - angiographic
64	Sterile equipment covers – ultrasound
65	Pressure transducing accessories
66	Ultrasound gel
67	Defib pads - Adult
68	Defib pads - paediatrics
69	Catheter extensions
70	Guide wire extensions
71	Percutaneous intervention accessories
72	Sterile equipment covers - angiographic
73	Renal denervation catheters
74	*Pulmonary embolism local thrombolysis delivery catheters*
75	*Valvuloplasty balloon with a central perfusion channel*
76	*Flow wire that can enable measurement of microvascular resistance.*
77	*Transcatheter aortic valve with clinical outcomes data from randomized controlled trial comparing it to industry standard*
78	*Transcatheter Mitral valve edge to edge repair system*
79	*Drug eluting balloons*
80	*Pulmonary embolism aspiration catheters*
81	*Pulmonary embolism local thrombolysis delivery catheters*
82	*Calcium modifying balloons*
83	*Endomyocardial biopsy bioptomes*

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6.1.3. **SECTION 3: CARDIOVASCULAR SURGERY / INTERVENTIONAL RADIOLOGY CONSUMABLES**

Item	Description
1 a	Peripheral heparin bonded PTFE grafts - ringed
1 b	Peripheral heparin bonded PTFE grafts – non ringed
2 a	Peripheral non heparin bonded PTFE grafts ringed
2 b	Peripheral non heparin bonded PTFE grafts non ringed
3	Bypass graft with cuff
4 a	Peripheral Dacron vascular graft ringed
4 b	Peripheral Dacron vascular graft non ringed
4 c	Large Straight and Bifurcated Knitted Dacron grafts for Aortic Use
4 d	Large Woven Dacron grafts for use in the thoracic aorta
4 e	Specialized Dacron grafts with side branches for aortic use in a) the aortic arch and b) thoracic and abdominal aorta
5	Vascular access grafts
6	Early puncture vascular access grafts
7 a	Axillobifemoral Dacron non- ringed & ringed graft
7 b	Axillobifemoral PTFE ringed graft
8 a	Large Straight and Bifurcated PTFE grafts – non ringed
8 b	Large Straight and Bifurcated PTFE grafts –ringed
9a	Silver impregnated Dacron grafts - Silver impregnated Dacron grafts (tubes and bifurcated grafts) for aortic application
9b	Silver impregnated Dacron grafts - Silver impregnated axillobifemoral grafts ringed
9c	Silver impregnated Dacron grafts - Silver impregnated axillobifemoral grafts non ringed
9d	Silver impregnated Dacron grafts - Peripheral silver impregnated Dacron grafts ringed
9e	Silver impregnated Dacron grafts - Peripheral silver impregnated Dacron grafts non ringed
10 a	Embolectomy catheters – standard
10 b	Embolectomy catheters – over the wire
10 c	Venous thrombectomy catheters
10 d	Graft thrombectomy catheters
10 e	Adherent clot catheters
11 a	Carotid shunts inlying
11 b	Carotid shunts outlying
12 a	Vascular patches - PTFE
12 b	Vascular patches - Dacron
13	Biological patches
14	Valvulotomes
15	Vein Stripper
16	Pledgets
17	Vascular sealants
18	Biological grafts with aortic application
19	Biological grafts with peripheral application
20	Aortic punch
21	Inflation Device for PTA balloons
21 a	Peripheral PTA balloon catheters 0.035 non drug coated
21 b	Peripheral PTA balloon catheters 0.018 non drug coated
21 c	Peripheral PTA balloon catheters 0.014 non drug coated
21 d	Peripheral PTA balloon catheters 0.035 drug coated
21 e	Peripheral PTA balloon catheters 0.018 drug coated
21 f	Peripheral PTA balloon catheters 0.014 drug coated
22 a	Specialized balloons for peripheral intervention
22 b	Peripheral Cutting Balloons
22 c	Peripheral Scoring Balloons
22 d	Peripheral high-pressure balloons
23 a	Peripheral balloon mounted non heparin bonded stent grafts
23 b	Balloon Mounted large Covered Aortic stent grafts
23 c	Peripheral heparin bonded balloon mounted stent graft (covered stent)

23 d	Peripheral self-expanding non heparin bonded stent graft (covered stent)
23 e	Peripheral heparin bonded self-expanding stent graft
23 f	Standard Peripheral Self-expanding Nitinol Stents stent 0.035
23 g	Standard Peripheral self expanding Nitinol stent 0.018
24	Standard Peripheral Balloon Mounted stents (stainless steel / cobalt chromium)
25	Drug eluting peripheral self expanding stent
26	Specialized Vascular Mimetic SFA/popliteal stents
27	Dual component nitinol and fluoropolymer stent with heparin bonded surface
28	Self-Expanding stents with below the knee application
29	Re-entry devices
30	Atherectomy devices catheters
31	Carotid stents
32	Carotid protection devices
33a	Balloon mounted stents for renal and visceral vessel application - 0.018 Balloon mounted stent systems
33b	Balloon mounted stents for renal and visceral vessel application - 0.014 Balloon mounted stent systems
34 a	Peripheral intravenous ultrasound catheters 0.035
34 b	Peripheral intravenous ultrasound catheters 0.018
35	Catheters – Diagnostic Catheters all shapes sizes and lengths
36	Venous Stents
37	Endovascular mechanical thrombectomy device catheters
38 a	Vena Cava Filters
38 b	Vena Cava Filter Retrieval set
39	Large Angioplasty Balloons
40 a	Large Balloon Mounted Aortic Stents (Uncovered)
40 b	Large Balloon Mounted Aortic Stents (Covered)
40 c	Large self-expanding uncovered stents with aortic application
41 a	Aortic stent graft systems with accompanying Moulding Balloons and Aortic specific sheaths
41 b	Thoracic Aortic (TEVAR)
41 c	Abdominal Aortic (EVAR) with Suprarenal Fixation
41 d	Abdominal Aortic (EVAR) without suprarenal fixation
41 e	Iliac Branch Devices (IBE / IBD)
41 f	Fenestrated Aortic Systems (FEVAR)
41 g	Branched Aortic systems (BEVAR) with an application in the aortic arch or the thoracic and abdominal aorta
41 h	Aortic Endo Anchor Systems
41 i	TEVAR with side branch
42	Aortic Moulding Balloon
43	Microcatheters without micro guide
44	Support/crossing catheters for peripheral intervention
45	Aspiration Catheters
46	Thrombolysis catheters
47	Sizing catheters with radiopaque markings
48	Guiding catheters
49	Sheaths with visible tip for groin access
50 a	Specialized sheaths in different lengths for peripheral intervention
50 b	Sheaths with removable hub
51	Specialized large sheaths for aortic procedures
52	Dilators
53	Foot puncture kits
54 a	Vascular access needles
54 b	Single Puncture
54 c	Double puncture
54 d	Micro puncture
55	D stat Thrombin product for occlusion false aneurysms
56 a	Intravascular retrievers (snares)

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56 b	Single hoop
56 c	Multiple hoop
57	Wire Guides/Torque Devices
58	Co2 Angiography delivery system:
59	Stopcocks, adaptors, connecting tubes and sidearm adapters
60	Central Venous Pressure Catheter
61	Syringe with ears
62	Endoscopic vein harvesting set
63 a	Workhorse wires for peripheral intervention 0.035
63 b	Workhorse wires for peripheral intervention 0.018
63 c	Workhorse wires for peripheral intervention 0.014
63 d	Speciality wires for peripheral intervention 0.035
63 e	Speciality wire for peripheral intervention 0.018
63 f	Speciality wires for peripheral intervention 0.014
64	Endo fenestration device
65	Vascular lithotripsy balloons
66.	Standard device Closure device and Large bore
67	Covered, self-expanding endoprosthesis for transjugular intrahepatic portosystemic shunts [TIPS].
68	TIPS Access & Puncture Sets.
69	Transjugular liver biopsy sets.
70	Self-expanding or balloon-expandable stents for biliary tree.
71	Tunnelled Dialysis Catheters (Permcaths)
72	Implantable Ports: Totally implantable venous access devices
73	Long-term venous access for therapy
74	Tunneled, cuffed Central Venous Catheters (Hickman lines).
75	Peripherally Inserted Central Catheters (PICCs)
76	Vascular coils [pushable or detachable]
77	Vascular plugs
78	Particle Embolics
79	Temporary Embolics
80	Steerable microcatheters
81	Glue Embolics [Polymerising liquid embolics]

6.1.4. **SECTION 4: PACING AND ELECTROPHYSIOLOGY REQUIREMENTS**

Item	Description
1	Single-chamber pacemaker generators
2	Dual chamber pacemaker generators
3	Leads for single and dual chamber pacemaker generators (active and passive fixation) including epicardial pacing leads and dedicated His bundle/left bundle area pacing leads.
4	Cardiac Resynchronization Therapy Pacemaker (CRT-P) Generator
5	Cardiac Resynchronization Therapy Defibrillator (CRT-D) Generator
6	Leads for CRT-P and CRT-D generators (active and passive fixation) including multi-point and Quadripolar technology
7	Delivery sheaths for His bundle pacing and left bundle area pacing leads
8	Delivery sheaths for LV/CS pacing leads including snaring capabilities
9	Sub-selector sheaths for LV/CS pacing leads
10	Slitters and accessory kits for LV/CS delivery sheaths and sub-selectors
11	Single chamber implantable cardioverter defibrillators (ICD) Generators
12	Dual chamber implantable cardioverter defibrillators (ICD) Generators
13	Leads for single and dual chamber ICD generators (active and passive fixation)
14	Peel away sheaths for all pacing and ICD leads above
15	Subcutaneous implantable cardioverter defibrillators (S-ICD)
16	Leads for S-ICDs
17	Peel away sheaths for S-ICD leads
18	Tunnelling tools for S-ICD leads
19	Single chamber leadless pacemakers

20	Dual chamber leadless pacemakers
21	Delivery sheaths for single and dual chamber leadless pacemakers
22	Implantable loop recorders
23	Home monitoring systems for all cardiac implantable electronic devices
24	Mechanical lead extraction sheaths
25	Lead extraction locking stylets
26	Lead extraction accessory toolkits including occluder balloon and femoral extraction sheaths
27	Snares for lead extraction
28	Quadripolar diagnostic electrophysiology catheters (fixed curve and deflectable)
29	Decapolar diagnostic electrophysiology catheters (fixed curve and deflectable)
30	Duo-decapolar diagnostic electrophysiology catheters (fixed curve and deflectable)
31	Multipolar circular mapping catheters (fixed curve and adjustable) for different 3D mapping systems
32	High density diagnostic electrophysiology mapping catheters for different 3D mapping systems
33	Cables for quadripolar, decapolar, duo-decapolar and high-density electrophysiology catheters
34	Dry tip radiofrequency ablation catheters for non-mapping and 3D mapping systems
35	Irrigated radiofrequency ablation catheters for non-mapping and 3D mapping systems.
36	Tubing for radiofrequency irrigation pumps
37	Cryothermy ablation catheters
38	Cables for cryothermy ablation catheters
39	Long sheaths (fixed curve and deflectable)
40	Radiofrequency transseptal access system
41	Single shot cryothermy balloon catheters
42	Delivery sheaths for cryothermy balloon catheters
43	Single shot pulsed and point by point pulsed field ablation catheters
44	Delivery sheaths for single shot and point by point pulsed field ablation catheters
45	Cables for single shot and point by point pulsed field ablation catheters.
46	Antibiotic coated envelopes
47	Leads for extra vascular ICD
48	Peelaway sheaths for extra-vascular ICD leads
49	Tunnelling tools for extra-vascular ICD leads
50	Transseptal needles

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PRICE LIST BID WCGHCC0044/2025 SUPPLY AND DELIVERY OF CARDIOTHORACIC SURGERY CONSUMABLES, INTERVENTIONAL CARDIOLOGY REQUIREMENTS AND CARDIOVASCULAR SURGERY CONSUMABLES TO CENTRAL HOSPITALS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A 3-YEAR PERIOD.

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CARDIOTHORACIC SURGERY CONSUMABLES										
1	Stented aortic and mitral valves (tissue)									
2	Mitral and tricuspid bands and rings									
3	Stent less bio-prosthetic aortic valve (tissue)									
4	Mechanical aortic and mitral valves									
5	Aortic mechanical valved conduit									
6	Homograft									
7	Bio-prosthetic heart valved conduit									
8	Fabric conduit/apical aortic conduit									
9	Bio-prosthetic pulmonary valved conduit									
10	Coronary artery retraction clip									
11	Fogarty- surgical aortic cross-clamp inserts									
12	Drains Cardiac. Flanged with stab pull connector or non-flanged with appropriate connector.									
13	Pledgets									
14	Poly Tetra Fluoro Ethylene (PTFE) felt									
15	Soft tissue protector									
16	Tourniquet sets: cardiac									
17	Sternocostal bone fixation									
18	Frozen elephant trunk grafts									

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INTERVENTIONAL CARDIOLOGY REQUIREMENTS										
1	Sheath introducers (access sheaths) Specialized radial access sheath									
2	Micro-puncture set									
3	Steel re-enforced sheath									
4	Peel away sheath									
5	Hydrophilic sheath									
6	Accessories: connector, high pressure line with 3 ways tap, manifold, manometer line, control syringe, luer lock syringe, guide wire introducer needle & torque device									
7	Inflation device									
8	Diagnostic catheters									
9	Catheter for radial access and bilateral coronary injection									
10	Thermo-dilution balloon catheter									
11	Coronary cutting balloon catheters									
12	Drug coated balloons									
13	Structural heart interventions: Balloons									
14	Coronary balloons									
15	Over the wire balloons									
16	Ultra-strong balloon catheter									

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17	Compliant balloon								
18	Balloon in balloon catheter								
19	Multi-stage inflation balloon								
20	Sizing balloon								
21	Mitral valvuloplasty balloons [inoue]								
22	Ablation catheters								
23	Guiding catheters								
24	Coronary aspiration catheters								
25	Micro catheter								
26	Imaging: intra-cardiac echo catheters								
27	Transseptal guiding introducers								
28	Diagnostic guide wires								
29	Balloon tipped catheters								
30	Drug eluting stents								
31	Bio-resorbable stents								
32	Bare metal stents:								
33	Stent: Self expanding								
34	Stents: Vascular bare metal								
35	Covered vascular stent								
36	Vascular closure devices								
37	Left atrial appendage closure device								
38	Vascular Occluders								
39	Atrial Septal occluders								
40	PFO occluders								
41	Duct occluders								
42	VSD occluders								
43	Snares								

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44	Coronary mechanical atherectomy device									
45	Embolic protection device									
46	Coronary invasive analysis - wires									
47	Coronary invasive analysis - catheter									
48	Para valvular leak devices									
49	Transseptal puncture needle									
50	Coils – vascular									
51	Pericardial drain kits									
52	High pressure angiography accessories									
53	Femoral introducer needle (puncture needle)									
54	Occluder delivery systems - sheath									
55	Intra vascular lithotripsy balloon									
56	Intra vascular imaging catheter									
57	Radiological contrast medium									
58	Interventional/ Coronary guide wires									
59	Wires for structural interventions									
60	Catheter extensions									
61	Guide wire extensions									
62	Percutaneous intervention accessories									
63	Sterile equipment covers - angiographic									
64	Sterile equipment covers – ultrasound									
65	Pressure transducing accessories									

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66	Ultrasound gel									
67	Defib pads - Adult									
68	Defib pads - paediatrics									
69	Temporary Pacing wires									
70	Guide catheter									
71	(IABP) intra-aortic balloon pump consumables									
72	ACT consumables									
73	Renal denervation catheters									
74	Valvuloplasty balloon with a central perfusion channel									
75	Flow wire that can enable measurement of microvascular resistance.									
76	Transcatheter aortic valve with clinical outcomes data from randomized controlled trial comparing it to industry standard									
77	Transcatheter Mitral valve edge to edge repair system									
78	Drug eluting balloons									
79	Pulmonary embolism aspiration catheters									
80	Pulmonary embolism local thrombolysis delivery catheters									
81	Calcium modifying balloons									
82	Endomyocardial biopsy bioptomes									

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CARDIOVASCULAR SURGERY/ INTERVENTIONAL RADIOLOGY CONSUMABLES										
1 a	Peripheral heparin bonded PTFE grafts - ringed									
1 b	Peripheral heparin bonded PTFE grafts – non ringed									
2 a	Peripheral non heparin bonded PTFE grafts ringed									
2 b	Peripheral non heparin bonded PTFE grafts non ringed									
3	Bypass graft with cuff									
4 a	Peripheral Dacron vascular graft ringed									
4 b	Peripheral Dacron vascular graft non ringed									
4 c	Large Straight and Bifurcated Knitted Dacron grafts for Aortic Use									
4 d	Large Woven Dacron grafts for use in the thoracic aorta									
4 e	Specialized Dacron grafts with side branches for aortic use in a) the aortic arch and b) thoracic and abdominal aorta									
5	Vascular access grafts									
6	Early puncture vascular access grafts									
7 a	Axillobifemoral Dacron non- ringed & ringed graft									
7 b	Axillobifemoral PTFE ringed graft									
8 a	Large Straight and Bifurcated PTFE grafts – non ringed									

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8 b	Large Straight and Bifurcated PTFE grafts –ringed									
9a	Silver impregnated Dacron grafts - Silver impregnated Dacron grafts (tubes and bifurcated grafts) for aortic application									
9b	Silver impregnated Dacron grafts - Silver Siver impregnated axillobifemoral grafts ringed									
9c	Silver impregnated Dacron grafts - Silver impregnated axillobifemoral grafts non ringed									
9d	Silver impregnated Dacron grafts - Peripheral silver impregnated Dacron grafts ringed									
9e	Silver impregnated Dacron grafts - Peripheral silver impregnated Dacron grafts non ringed									
10 a	Embolectomy catheters – standard									
10 b	Embolectomy catheters – over the wire									
10 c	Venous thrombectomy catheters									
10 d	Graft thrombectomy catheters									
10 e	Adherent clot catheters									
11 a	Carotid shunts inlying									
11 b	Carotid shunts outlying									
12 a	Vascular patches - PTFE									
12 b	Vascular patches - Dacron									
13	Biological patches									
14	Valvulotomes									
15	Vein Stripper									
16	Pledgets									
17	Vascular sealants									
18	Biological grafts with aortic application									

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19	Biological grafts with peripheral application									
20	Aortic punch									
21	Inflation Device for PTA balloons									
21 a	Peripheral PTA balloon catheters 0.035 non drug coated									
21 b	Peripheral PTA balloon catheters 0.018 non drug coated									
21 c	Peripheral PTA balloon catheters 0.014 non drug coated									
21 d	Peripheral PTA balloon catheters 0.035 drug coated									
21 e	Peripheral PTA balloon catheters 0.018 drug coated									
21 f	Peripheral PTA balloon catheters 0.014 drug coated									
22 a	Specialized balloons for peripheral intervention									
22 b	Peripheral Cutting Balloons									
22 c	Peripheral Scoring Balloons									
22 d	Peripheral high-pressure balloons									
23 a	Peripheral balloon mounted non heparin bonded stent grafts									

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PRICE LIST BID WCGHCC0044/2025 SUPPLY AND DELIVERY OF CARDIOTHORACIC SURGERY CONSUMABLES, INTERVENTIONAL CARDIOLOGY REQUIREMENTS AND CARDIOVASCULAR SURGERY CONSUMABLES TO CENTRAL HOSPITALS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A 3-YEAR PERIOD.

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BIDDER'S NAME: …… CLOSING TIME: 11:00 0N FRIDAY, 13 February 2026 VALIDITY: 120 DAYS FROM BID CLOSING DATE

23 b	Balloon Mounted large Covered Aortic stent grafts									
23 c	Peripheral heparin bonded balloon mounted stent graft (covered stent)									
23 d	Peripheral self-expanding non heparin bonded stent graft (covered stent)									
23 e	Peripheral heparin bonded self-expanding stent graft									
23 f	Standard Peripheral Self-expanding Nitinol Stents stent 0.035									
23 g	Standard Peripheral self expanding Nitinol stent 0.018									
24	Standard Peripheral Balloon Mounted stents (stainless steel / cobalt chromium)									
25	Drug eluting peripheral self expanding stent									
26	Specialized Vascular Mimetic SFA/popliteal stents									
27	Dual component nitinol and fluoropolymer stent with heparin bonded surface									
28	Self-Expanding stents with below the knee application									
29	Re-entry devices									
30	Atherectomy devices catheters									
31	Carotid stents									
32	Carotid protection devices									
33a	Balloon mounted stents for renal and visceral vessel application - 0.018 Balloon mounted stent systems									
33b	Balloon mounted stents for renal and visceral vessel application - 0.014 Balloon mounted stent systems									
34 a	Peripheral intravenous ultrasound catheters 0.035									
34 b	Peripheral intravenous ultrasound catheters 0.018									

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HEALTH & WELLNESS
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35	Catheters – Diagnostic Catheters all shapes sizes and lengths									
36	Venous Stents									
37	Endovascular mechanical thrombectomy device catheters									
38 a	Vena Cava Filters									
38 b	Vena Cava Filter Retrieval set									
39	Large Angioplasty Balloons									
40 a	Large Balloon Mounted Aortic Stents (Uncovered)									
40 b	Large Balloon Mounted Aortic Stents (Covered)									
40 c	Large self-expanding uncovered stents with aortic application									
41 a	Aortic stent graft systems with accompanying Moulding Balloons and Aortic specific sheaths									
41 b	Thoracic Aortic (TEVAR)									
41 c	Abdominal Aortic (EVAR) with Suprarenal Fixation									
41 d	Abdominal Aortic (EVAR) without suprarenal fixation									
41 e	Iliac Branch Devices (IBE / IBD)									
41 f	Fenestrated Aortic Systems (FEVAR)									
41 g	Branched Aortic systems (BEVAR) with an application in the aortic arch or the thoracic and abdominal aorta									
41 h	Aortic Endo Anchor Systems									
41 i	TEVAR with side branch									
42	Aortic Moulding Balloon									
43	Microcatheters without micro guide									
44	Support/crossing catheters for peripheral intervention									
45	Aspiration Catheters									

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46	Thrombolysis catheters									
47	Sizing catheters with radiopaque markings									
48	Guiding catheters									
49	Sheaths with visible tip for groin access									
50 a	Specialized sheaths in different lengths for peripheral intervention									
50 b	Sheaths with removable hub									
51	Specialized large sheaths for aortic procedures									
52	Dilators									
53	Foot puncture kits									
54 a	Vascular access needles									
54 b	Single Puncture									
54 c	Double puncture									
54 d	Micro puncture									
55	D stat Thrombin product for occlusion false aneurysms									
56 a	Intravascular retrievers (snares)									
56 b	Single hoop									
56 c	Multiple hoop									
57	Wire Guides/Torque Devices									
58	Co2 Angiography delivery system:									
59	Stopcocks, adaptors, connecting tubes and sidearm adapters									
60	Central Venous Pressure Catheter									

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61	Syringe with ears									
62	Endoscopic vein harvesting set									
63 a	Workhorse wires for peripheral intervention 0.035									
63 b	Workhorse wires for peripheral intervention 0.018									
63 c	Workhorse wires for peripheral intervention 0.014									
63 d	Speciality wires for peripheral intervention 0.035									
63 e	Speciality wire for peripheral intervention 0.018									
63 f	Speciality wires for peripheral intervention 0.014									
64	Endo fenestration device									
65	Vascular lithotripsy balloons									
66.	Standard device Closure device and Large bore									
67	Covered, self-expanding endoprosthesis for transjugular intrahepatic portosystemic shunts [TIPS].									
68	TIPS Access & Puncture Sets.									
69	Transjugular liver biopsy sets.									
70	Self-expanding or balloon-expandable stents for biliary tree.									
71	Tunnelled Dialysis Catheters (Permcaths)									
72	Implantable Ports: Totally implantable venous access evices									
73	Long-term venous access for therapy									
74	Tunneled, cuffed Central Venous Catheters (Hickman lines).									

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75	Peripherally Inserted Central Catheters (PICCs)									
76	Vascular coils [pushable or detachable]									
77	Vascular plugs									
78	Particle Embolics									
79	Temporary Embolics									
80	Steerable microcatheters									
81	Glue Embolics [Polymerising liquid embolics]									

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Item	Product Description	Size	Cat No./ Prod Code	Brand Name	Units/ Box	General trade price/each	% Discount	Bid price/each year 1	Bid price/each year 2	Bid price/each year 3
PACING AND ELECTROPHYSIOLOGY REQUIREMENTS										
1	Single-chamber pacemaker generators									
2	Dual chamber pacemaker generators									
3	Leads for single and dual chamber pacemaker generators (active and passive fixation) including epicardial pacing leads and dedicated His bundle/left bundle area pacing leads.									
4	Cardiac Resynchronization Therapy Pacemaker (CRT-P) Generator									
5	Cardiac Resynchronization Therapy Defibrillator (CRT-D) Generator									
6	Leads for CRT-P and CRT-D generators (active and passive fixation) including multi-point and Quadripolar technology									
7	Delivery sheaths for His bundle pacing and left bundle area pacing leads									
8	Delivery sheaths for LV/CS pacing leads including snaring capabilities									
9	Sub-selector sheaths for LV/CS pacing leads									
10	Slitters and accessory kits for LV/CS delivery sheaths and sub-selectors									

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11	Single chamber implantable cardioverter defibrillators (ICD) Generators									
12	Dual chamber implantable cardioverter defibrillators (ICD) Generators									
13	Leads for single and dual chamber ICD generators (active and passive fixation)									
14	Peel away sheaths for all pacing and ICD leads above									
15	Subcutaneous implantable cardioverter defibrillators (S-ICD)									
16	Leads for S-ICDs									
17	Peel away sheaths for S-ICD leads									
18	Tunnelling tools for S-ICD leads									
19	Single chamber leadless pacemakers									
20	Dual chamber leadless pacemakers									
21	Delivery sheaths for single and dual chamber leadless pacemakers									
22	Implantable loop recorders									
23	Home monitoring systems for all cardiac implantable electronic devices									
24	Mechanical lead extraction sheaths									
25	Lead extraction locking stylets									

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26	Lead extraction accessory toolkits including occluder balloon and femoral extraction sheaths									
27	Snares for lead extraction									
28	Quadripolar diagnostic electrophysiology catheters (fixed curve and deflectable)									
29	Decapolar diagnostic electrophysiology catheters (fixed curve and deflectable)									
30	Duo-decapolar diagnostic electrophysiology catheters (fixed curve and deflectable)									
31	Multipolar circular mapping catheters (fixed curve and adjustable) for different 3D mapping systems									
32	High density diagnostic electrophysiology mapping catheters for different 3D mapping systems									
33	Cables for quadripolar, decapolar, duo-decapolar and high-density electrophysiology catheters									
34	Dry tip radiofrequency ablation catheters for non-mapping and 3D mapping systems									
35	Irrigated radiofrequency ablation catheters for non-mapping and 3D mapping systems.									
36	Tubing for radiofrequency irrigation pumps									
37	Cryothermy ablation catheters									

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38	Cables for cryothermy ablation catheters									
39	Long sheaths (fixed curve and deflectable)									
40	Radiofrequency transseptal access system									
41	Single shot cryothermy balloon catheters									
42	Delivery sheaths for cryothermy balloon catheters									
43	Single shot pulsed and point by point pulsed field ablation catheters									
44	Delivery sheaths for single shot and point by point pulsed field ablation catheters									
45	Cables for single shot and point by point pulsed field ablation catheters.									
46	Antibiotic coated envelopes									
47	Leads for extra vascular ICD									
48	Peelaway sheaths for extra-vascular ICD leads									
49	Tunnelling tools for extra-vascular ICD leads									
50	Transseptal needles									

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Section 6

WCBD 4

PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

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

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

''business interest'' means -

(a) a right or entitlement to share in profits, revenue or assets of an entity;

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

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(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

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

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

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal, dishonest, unauthorized, incomplete or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorized or improper inducement to do or 45 not to do anything of the, is guilty of the offence of corruption.

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

"employee", in relation to –

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

(b) a public entity, means a person employed by the public entity;

''entity'' means any -

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

(b) sole proprietorship;

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

"Family member" means a person's -

(a) spouse; or

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

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

"**Institution**" means – a provincial department or provincial public entity listed in

Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)"** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

''spouse'' means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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

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

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the

institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

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

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

    a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

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

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

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

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TABLE B

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?		NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for facsimile number Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)*		NO	YES
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?		NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, ... hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication,

agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

……..
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

i. Do you know and understand the contents of the declaration? ANSWER: ……..……

ii. Do you have any objection to taking the prescribed oath? ANSWER: ……..

iii. Do you consider the prescribed oath to be binding on your conscience? ANSWER:……..……

iv. Do you want to make an affirmation? ANSWER: ……

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

……..
SIGNATURE FULL NAMES Commissioner of Oaths
Designation (rank) …… ex officio: Republic of South Africa
Date:…… Place ……
Business Address: ……
……

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SECTION 7: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (WCBD5)

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

(a) Any single contract with imported content exceeding US$ 10 million.
or
(b) Multiple contracts for the same goods, works or services, each with imported content exceeding US$ 3 million awarded to one seller over a 2 year period, which in total exceeds US$ 10 million.
or
(c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US$ 10 million.
or
(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US$ 10 million.

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as

indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

BID NUMBER: **WCGHCC0044/2025** Closing date: **Friday 13 February 2026 @ 11:00am**

Name of bidder: _____

Postal address: _____

_____

Signature: _____ Name in print: _____

Date: _____

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 and services and includes all applicable taxes less all unconditional discounts;

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

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

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

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

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

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

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

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

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

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

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

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

2. GENERAL CONDITIONS

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

2.2 Preference points system for this bid:
(a) The value of this bid is estimated **to exceed R50 000 000.00** all applicable taxes included) and therefore the **90/10** preference points system shall be applicable.

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

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

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**10**
Total points for Price and B-BBEE must not exceed	**100**

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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 **90** for **price**; and
(b) 0 points out of **10** for **B-BBEE**.

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

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

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

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

80/20

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

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

8.1 B-BBEE Status Level: …… = …… ***(maximum of 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

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

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

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

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

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

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

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

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

(g) The information furnished is true and correct.

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

SIGNATURE(S) OF THE BIDDER(S): ……

DATE: ……

ADDRESS: ……

WITNESSES:

1. ……..
2. ……..

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SECTION 9

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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1. Definitions

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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General Conditions of Contract

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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8. Inspections, tests and analyses

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

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13. Incidental services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payment will be processed upon receipt of:

- Pathway form signed by patient, Facility Manager & supplier
- Invoice
- Monthly statistics

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same EST QTY in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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23. Termination for default`

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24.Anti-dumping and countervailing duties and rights

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

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25. Force Majeure

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

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

26. Termination for insolvency

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

19. Settlement of disputes

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

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

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

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

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

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

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

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28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

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34. Prohibition of Restrictive practices

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

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

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

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SECTION 10: BIDDERS' CHECKLIST

10.1 THE PURPOSE OF THIS CHECKLIST IS TO:

a) highlight all critical documents that constitute a complete bid; and

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

c) Failure to submit the compulsory documentation will render your offer non-compliant.

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

PAR./ SECTION	DOCUMENT DESCRIPTION	BIDDER	DEPARTMENT
Section 2 2.3.7	Additional supporting information (if any)		
2.3.10	Letter authorizing the Department to accuracy of supplied information (compulsory)		
Page 3 of document	**CSD Registration** (compulsory)		
2.7.1	**Manufacturer Supply Agreement** (Distribution Letter) (compulsory) Applicable to all the items		
2.7.2	**ISO13485** for each manufacturer and/or distributor(compulsory) Applicable to all the items		
2.7.4	**Latex-free Letter** / Declaration **(WHERE APPLICABLE)**		
2.7.5	**Sterilisation standards (WHERE APPLICABLE)**		
2.8.1	**SAHPRA** licence of the bidder (compulsory)		
Section 5	**WCBD 1** (compulsory)		
	Proof of South African Representative status		
	Proof of authority to sign bid		
Section 6	**WCBD 3.1** (ON USB drive using the Excel spreadsheets (Annexure A,B,C & D) template that will be supplied. Completion of this template is mandatory. The USB drive must also include a PDF)		
Annexure A	Cardiothoracic Surgery Consumables		
Annexure B	Interventional Cardiology Requirements		
Annexure C	Cardiovascular Surgery / Interventional Radiology Consumables		
Annexure D	Pacing And Electrophysiology Requirements		
Section 7	**WCBD 4** Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination **(To be dated and signed by the relevant bidder and Commissioner of Oath)** (compulsory)		
Section 8	**WCBD5** National Industrial Participation		
Section 9	**WCBD 6.1**		
	B-BBEE Verification certificate or affidavit		
Section 10	Bidders checklist		

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SECTION 11: ANNEXURES

The following Annexures form part of this bid, and all bidders are required to familiarize themselves with their contents to ensure a complete and accurate offer, in consideration of all applicable, published information regarding this bid.

Annexure A: Delivery Locations (Only when requested)
Annexure B: Sample Evaluation Form
Annexure C: Sample Requirements

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ANNEXURE A

DELIVERY LOCATIONS

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

Head Office- Karl Bremer Hospital
Corner Mike Pienaar Blvd & Frans Conradie Avenue, Bellville
M9 Old GENSIS building
Room no. 155

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OFFICIAL SAMPLE EVALUATION REPORT

WCGHCC0044/2025

TO BE USED FOR ADJUDICATION PURPOSES ONLY

PLEASE NOTE:

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

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

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

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

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

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

CONTRACT NUMBER:	**Contract ITEM NO:**
WCGHCC0044/2025	

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

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ANNEXURE C

SAMPLE REQUIREMENTS

- No clinical evaluation of samples is required for the purposes of this bid. However, bidders must be able to supply samples for scrutiny on short notice at any time during the consideration of the bid, if the Department should request them.

- Samples will only be requested for products that are not currently known to or previously evaluated by the Department. Where the Department is unfamiliar with a product or its performance history, bidders may be requested to provide samples for technical evaluation, quality verification or user assessment. No samples are required for items already approved or previously supplied under existing contract.

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

- In this event the product is unknown to the Department samples will be requested **approximately 3-4 weeks** after the bid closing date and only from such bidders who are deemed to be compliant to mandatory requirements articulated in this bid document. Compliant bidders will be informed of the cut-off date and time for sample deliveries in writing but are required to have samples ready for delivery.

- One copy of the evaluation form should accompany each sample of each item for which a bid was submitted. Samples without an evaluation form may not be considered.

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