



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

BID NUMBER: **WCGHSC0380/2026**

CLOSING DATE: **FRIDAY, 02 OCTOBER 2026**

CLOSING TIME: **11:00**

FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH & WELLNESS** in the foyer of the Western Cape Government Building **next to the Cape High Court** at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, **Mr Trevor Damons at (021) 483 0695** for assistance during office hours.

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

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

Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding. CSD self-registration only: www.csd.gov.za; Contact email: SCM.eProcurementDOH@westerncape.gov.za

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

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

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

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

Please refer all technical/specification enquiries to **Wendy Einarsen** at telephone no 021 483 3715 or email: Wendy.Einarsen@westerncape.gov.za.

pp **HEAD OF DEPARTMENT: HEALTH AND WELLNESS**

DATE: 03/09/2026

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

PART A INVITATION TO BID

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

The Western Cape Government ('WCG') is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to conduct itself continuously 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 at all times with these principles to act in the best interest of the WCG and the public.

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 DEPARTMENT OF HEALTH					
Bid no	WCGHSC0380/2026	Closing date:	Fri, 02 OCTOBER 2026	Closing time	11:00
Description	Provision of catering and events at Head Office, Western Cape Government Health and Wellness for a 3-year period.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
The foyer of the main entrance, Western Cape Government Building (next to Cape High Court)					
Junction of Dorp and Keerom Streets, Cape Town 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
Contact person	Mr Trevor Damons		Contact person	Wendy Einarsen	
Telephone no	(021) 483 0695		Telephone no	021 483 3715	
E-mail address	Trevor.damons@westerncape.gov.za		E-mail address	Wendy.Einarsen@westerncape.gov.za	
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone no	Code		Number		
Cellphone no					
Facsimile no	Code		Number		
E-mail address					
Vat registration no					
Supplier compliance status	CSD registration 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 certificate issued by verification agency accredited by SANAS (SA National Accreditation System)			[Tick applicable box] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED WITH A COMPLETED 6.1 TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the services offered?	☐ Yes ☐ No [If yes, enclose proof]		Are you a foreign based supplier for the goods/services/works offered?	☐ Yes ☐ No [If yes, answer part B3]	
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 TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS). IF NOT, REGISTER AS PER 2.2 BELOW.					

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION REQUIREMENTS

- 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 (not re-typed) forms provided, 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 complete and sign a written contract form, WCBD7.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders must provide their unique SARS-issued personal identification number, ('PIN') 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 SARS website, www.sars.gov.za
- 2.4 Bidders may also submit a printed TCS certificate along with the bid.
- 2.5 In bids where consortia/joint ventures/sub-service-providers are involved each party must submit a separate TCS certificate and CSD number.
- 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 in the service of the state.

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

SIGNATURE OF BIDDER:

CAPACITY IN WHICH THIS BID IS SIGNED:

(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)

DATE:

Name	
Surname	
Contact Details	
Email Address	

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BID OPENED @ 11:00 02 OCTOBER 2026	
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SECTION	BID INDEX	PAGE
WCBD1	Invitation to bid	2-3
Definitions	Description of frequently used terms	6-7
Section 1	Introduction	
Paragraph 1.1.1	Scope	8
Paragraph 1.1.2	Service Requirements Catering Provision	8
Paragraph 1.1.3	Logistics	8
Paragraph 1.1.4	Equipment	8
Paragraph 1.1.5	Punctuality	8
Paragraph 1.1.6	Quality and Standard	8
Paragraph 1.1.7	Service Quality	9
Paragraph 1.1.8	Communication and coordination – events coordination	
Paragraph 1.1.9	- POST EVENT FEDBACK	9
Paragraph 1.1.10	Compliance and legal requirements	9
Paragraph 1.1.11	- Evaluation and performance	9
Paragraph 1.1.12	Continuous improvement	9
Section 1.2		9
Paragraph 1.2.1	Validity period	
Section 1.3		9
Paragraph	Contract period	
Section 1.4		9
Paragraph 1.4.1	General	10
Paragraph 1.4.2	Note to service provider	10
Section 2.1	- Evaluation Criteria	10
Paragraph 2.1.1	- Phase 1	10
Paragraph 2.1.2	- Phase 2	10
Section 2.2	- Halaal	10
Paragraph 2,2	Halaal Compliance Requirement	10
Section 2.3	- Equipment	11
Paragraph 2.3	Separation of Facilities and Equipment:	11
Section 2.4		11
Paragraph 2.4	Halaal Certification:	11
Section 2.5	Important documents	12
Paragraph 2.5.1	Documents required	12
	-	
Section 2.6	Experience	12
Paragraph 2.6.1	Experience in catering	12
Section 3.1	Site Visit	12
Paragraph 3.1.1	Points scoring on site visit.	12
Paragraph 3.1.2	Cleanliness and hygiene of premises	12
Paragraph 3.1.3	Equipment and facilities	12
Paragraph 3.1.4	Food handling procedures	13
Paragraph 3.1.5	Health and Safety compliance	13
Paragraph 3.1.6	<i>Fire and Safety compliance</i>	13
Paragraph 3.1.7	Storage and Inventory management	13
Paragraph 3.1.8	- Quality control process	13
Paragraph 3.1.9	Customer interaction	13
Paragraph 3.1.10	- Order Management	14
Section 4	Special conditions of contract	15-16
Paragraph 4.1	Applicable Documents	15-16
Paragraph 4.1.1	<i>Compulsory bid documents</i>	15-16
Paragraph 4.1.2	- <i>Compulsory evaluation documents</i>	15-16
Paragraph 4.1.3	<i>Applicable Acts</i>	18-19
Paragraph 4.3	Pricing	19
Paragraph 4.4	Accounting	19
Paragraph 4.4	Evaluation	20
Paragraph 4.5	Guarantee and surety	20
Paragraph 4.6	Liaison	21
Paragraph 4.7	Public liability and insurance indemnity	21-22
Paragraph 4.8	- Security	22
Paragraph 4.9	- Fire and safety precautions	23

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

02 OCTOBER 2026

1) 2)
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SECTION	BID INDEX	PAGE
Paragraph 4.10	Industrial action, unrest and <i>force majeure</i>	23
Paragraph 4.11	Disturbances	24
Section 4	Special conditions of contract (continued)	
Paragraph 4.12	Restrictions	24
Paragraph 4.13	Transport	24
Paragraph 4.14	Waste disposal	24
Paragraph 4.15	Promotional and advertising material	24
Paragraph 4.16	Transfer and cession	24
Paragraph 4.17	Breach and termination	25
Paragraph 4.18	Dispute resolution	26
Paragraph 4.19	<i>Mediation</i>	26
Paragraph 4.19.1	<i>Arbitration</i>	26
Paragraph 4.19.2	General	27
WCBD3.2	Pricing Schedules	
Item 1	Menu A: Cost for beverages	28
Item 2	Menu B: Cost for breakfast options	29
Item 3	Menu C: Cost for platters	30-31
Item 4	Menu D: Cost for lunch options	32-33
Item 5	Menu E: Cost for deserts	34 -35
Item 6	- Cost breakdown for total cost of service	36
WCBD4	Declaration of Interest	37-43
WCBD 6.1(b)	Preference Points Claim Form; Sworn affidavit for B-BBEE/QSE	44-50
GCC	General Conditions of Contract	51-63
Annexure A	Example of compulsory briefing session/site inspection attendance register	64
Annexure B	Bidder's profile	65
Annexure C	Guarantee	66
Annexure D	Example of inventory schedule	67
Annexure E	Accounting schedules	68
Annexure E1	<i>Example of daily provisions issue statement</i>	69
Annexure E2	<i>Example of broadsheet</i>	70
Annexure E3	<i>Example of monthly invoice</i>	71
Annexure F	Occupational health and safety agreement	72
Annexure G	Circular H86/2017 - guidelines for healthy eating	Additional

DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

Authority	Representatives from end-user institution authorized to instruct the service-provider about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include the head of clinical services, doctors, the food services manager, dietician and their delegated officials.
Bid	A written offer in prescribed format from a prospective service-provider to provide services to an end-end-user.
Bidder	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
Catering facilities	Premises made available by the client in which the service-provider shall perform the catering service according to the provisions of this agreement.
Catering manager	Also called 'coordinator' or 'representative', the member of the service-provider's management designated to liaise with Head Office contract manager about all catering and related services.
Catering staff	Staff involved in food preparation, provided by the service-provider for the duration of this agreement as explained further on in this document.
Conditions	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
Contract	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract (GCC), which form the basis of the agreement resulting from the acceptance of a bid.
Contractor	The successful bidder/service-provider by whom the services specified will be provided subject to all the terms and conditions embodied in the contract.
Contract manager	The appointed manager from Head Office assigned to monitor the service and review project effectiveness and the service-provider's compliance with health and safety regulations.
End-user	The institution, Head Office, abbreviated as 'HO' , that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a service-provider to carry out such service in accordance with an agreed contract.
Equipment	All furniture, fixtures, fittings, appliances or any other item of equipment that the service-provider might reasonably require in the performance of his duties.
Facility	The end-user's premises/site where the service-provider shall perform the duties under the provisions of this bid.
Food guidelines	A guideline of food types, quantities and quality to be supplied by the service-provider for bid and evaluation purposes only, upon which bid prices must be based and which is to be paid by the individual client.
Food invoice/invoice	The draft invoice format which forms the basis of all accounting for moneys payable by HO for catering services provided to meetings by the service-provider.
Food service staff	Staff serving food prepared by the service-provider for the duration of this agreement as explained further on in this document.
Food specification	The schedule of food types, quantities and quality per meal and menu cycle, to which the service-provider must adhere in all respects, and for which HO must pay.

DEFINITIONS (continued)

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

General Conditions of Contract	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.
Hospital/Department	Head Office, abbreviated as 'HO' , represented by its management
Institutions	Hospitals and associated health and training facilities under the control of WCGH including HO, who are participants in a bid and on whose behalf certain services are arranged.
Interpretation	Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
Kitchen	Main kitchen/food service unit and ward kitchens
Management staff	Any management staff provided by the contractor for the duration of this agreement.
Mandatory	A term that denotes an obligation (also shall/should and must) or legal requirement.
May (aux verb)	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc
Ration scale	A list of unprocessed and processed foods and drinks expressed in quantities/portion sizes needed per person per day or week to meet the Recommended Daily Allowances (RDA) for energy and all other nutritional requirements of a specific group of clients.
Service	The outsourced provision of a meeting catering service at HO in accordance with the specified duties, responsibilities and conditions detailed in this document.
Service-provider	The successful bidder/service-provider by whom the specified service will be provided subject to all the terms and conditions embodied in the bid.
Service-provider's staff	Staff responsible for performing the specified duties according to the scope of services required for the contract.
Specification	A document detailing proposed services to be provided for the contract.
State, Government, Department	The Republic of South Africa and/or Government Department/Western Cape Government Health and Wellness, according to the context of the sentence in which it appears.
Status quo	The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
Validity date	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. This bid shall be valid for 90 days from the closing date. Validity dates can be extended in agreement with bidders if bids are not concluded within 90 days.
Western Cape Government Health and Wellness	Abbreviated as 'WCDHW' , previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control HO resides.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

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WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 1: Introduction	Details of offer
1.1	SCOPE	
1.1.1	To outline the requirements and expectations for suppliers providing catering services for Head Office meetings and functions. The service includes the provision of light meals, setup, serving, and cleanup, ensuring that dietary requirements of attendees are met, and that all activities are conducted punctually at internal government venues throughout the City of Cape Town Metropolitan area.	
1.1.2	SERVICE REQUIREMENTS CATERING PROVISION - Meal Types: Supply breakfast, light meals (sandwiches, salads, finger foods), hot meals (e.g. lasagne and curries), fruit, snacks, and beverages (tea, coffee, juices, and water). - Allergy requirements - suppliers must implement effective allergen control measures and be capable of safely accommodating food allergies and special dietary requirements.	
1.1.3	LOGISTICS - Venue Locations: Service must be provided at internal government venues across the Metro area. - Cost Considerations: Account for all associated costs, including transportation, setup, and teardown at these venues as indicated in the specifications. - Personnel Staffing: Provide adequately trained servers to assist with the distribution and serving of food and beverages during the event, if required. - Setup and Cleanup: Responsible for setting up the catering layout prior to the event and cleaning up afterwards, ensuring the venue is left in its original condition, as required.	
1.1.4	EQUIPMENT - Catering Equipment: Supply all necessary catering equipment including, but not limited to, crockery, cutlery, serving platters, and utensils, where required. - Presentation: Ensure that the presentation of food and the setup align with the professional standards expected at government functions.	
1.1.5	PUNCTUALITY - Timeliness: Ensure all services are performed punctually. This includes timely setup before the event start time, prompt serving during the event, and efficient cleanup post-event.	
1.1.6	QUALITY AND STANDARD Food Quality - Freshness: Provide fresh, high-quality ingredients in all meals using seasonal produce where possible. - Safety: Adhere to all food safety and hygiene standards to prevent contamination and ensure the well-being of attendees.	

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

1.1.7	SERVICE QUALITY - Professionalism: Maintain a high level of professionalism in all interactions and services provided. - Customer Satisfaction: Ensure the satisfaction of attendees by meeting dietary needs and providing courteous service	
1.1.8	COMMUNICATION AND COORDINATION - EVENT COORDINATION - Pre-Event Planning: Coordinate closely with event organizers to understand specific requirements and expectations. - Communication: Maintain open lines of communication before, during, and after the event to ensure seamless service delivery	
1.1.9	POST EVENT FEDBACK - Feedback Collection: Gather feedback from event organizers and attendees to continuously improve service quality. - Issue Resolution: Promptly address any issues or concerns that arise during service delivery.	
1.1.10	COMPLIANCE AND LEGAL REQUIREMENTS CONTRACTUAL OBLIGATIONS - Adherence to Contract: Abide by all terms and conditions outlined in the service contract, including pricing, service delivery timelines, and quality standards.	
1.1.11	EVALUATION AND PERFORMANCE - PERFORMANCE REVIEWS - Regular Evaluations: Conduct regular performance reviews to assess service quality and adherence to the outlined scope. - Key Performance Indicators: Track key performance indicators such as punctuality, food quality, service satisfaction, and compliance with dietary requirements.	
1.1.12	CONTINUOUS IMPROVEMENT - Feedback Implementation: Use collected feedback to make necessary adjustments and improvements to the catering service.	
1.2.	VALIDITY PERIOD	
1.2.1	This bid shall be valid for 90 days from the closing date. If a bidder withdraws his offer during this period, and a less favourable bid must be accepted as a result, the bidder will be liable to compensate HO.	
1.3	CONTRACT PERIOD	
1.3.1	This contract between WCDHW and the service-provider will become effective for 3 years from the day on which it is signed, or the first day of the following month, unless otherwise provided in the contract.	
1.3.2	The contract will end on the last calendar day of the 36th month after the commencement date, with the option to extend the contract for a period determined by WCHW if required, after which fresh bids will be invited.	

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 2: Service Specification	Details of offer
1.4	GENERAL	
1.4.1	The bid will be subject to the General Conditions of Contract (GCC) of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	
1.4.2	NOTE: Please insert any annexures in the order as indicated in the index and add them after the last documents in your bid offer with page separators in-between.	
2.1	EVALUATION CRITERIA	
	- Suppliers will be evaluated solely on information submitted in response to this bid - The Department will establish an evaluation committee to evaluate the offers using a pre-defined set of evaluation criteria. - This committee will assess the offers using this document, as well as compliance with all standard conditions and special conditions of bid, as the basis for the evaluation.	
2.1.1	The following process will be followed to evaluate all offers:	
2.1.1.1	PHASE 1:	
	- The Department has decided to apply pre-qualification criteria to advance certain designated groups, and therefore only bidders having a stipulated minimum B-BBEE status level of contribution – B-BBEE status level 1 will be considered. A bidder that fails to meet this criterion is an unacceptable bid and will not progress to Phase 2.	
2.1.1.2	PHASE 2:	
	- Compliance and completion of the evaluation criteria, as outlined below. Suppliers must submit the following compulsory documentation: Food acceptability certificate, Halaal / kosher certificate	
2.2	HALAAL COMPLIANCE REQUIREMENTS:	
	Scope of Halaal Requirements:	
	- The Halaal requirement extends beyond the raw ingredients and must include the facilities, transport and equipment used in food preparation. - Verify that allergen control measures are in place to prevent cross-contamination and that dietary and allergen information is accurately communicated. - Where subcontracting is proposed for halaal services, the primary supplier remains fully responsible for ensuring that subcontractors comply with all inspection, certification, and site-visit requirements. - Kosher catering may be requested on an ad hoc basis and must be accommodated where reasonably possible.	

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Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and MUST refer to the relevant corresponding paragraph below in each case.

Para	Section 2: Service Specification	Details of offer
2.3	SEPARATION OF FACILITIES AND EQUIPMENT: - Facilities and equipment used to prepare non-Halaal food cannot be used for the storage and preparation of Halaal food.	
2.4	HALAAL CERTIFICATION: - The submitted Halaal / Kosher certificate must cover all the above aspects, ensuring that the ingredients and the entire preparation process, including facilities and equipment, comply with Halaal / Kosher standards. - In the event where there is a Halaal / Kosher requirement, bidders who do not have a Halaal / Kosher Certificate, are encouraged to sub-contract a portion of the contract (not exceeding 25%) to a party who would have the necessary certification and such documentation must be provided as proof before closing date.	

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Para	Section 2: Service Specification	Proof attached (Tick where applicable)	
2.5	Important documents		
2.5.1	Documents Required	Yes	No
	Certificate of Acceptability (COA)		
	Halaal Certificate with option to outsource.		
	BBBEE Level		
2.6	Experience		
2.6.1	Experience in catering	Years	Points
		20	5
		10-15	4
		Less than 10	3
		Less than 5	2
		Less than 1	1
3.1	The Department will conduct site visits to all qualifying bidders that pass Phase 2		
3.1.1	Phase 3: Site Visit		
	Point scoring:		
	1 – Very poor		
	2 – Poor		
	3 – Good		
	4 – Excellent		
Inspections		Compliant	Points
3.1.2	Cleanliness and hygiene of premises	Overall Cleanliness: Check cleanliness of floors, countertops, and appliances	
		Sanitation Practices: Ensure proper sanitation practices are in place, such as regular cleaning schedules and use of sanitizing solutions.	
		Pest Control: Look for signs of pest control measures and absence of pests.	
3.1.3	Equipment and Facilities	Inspect the condition of cooking and preparation equipment (e.g., ovens, stoves, mixers). Check for proper storage facilities, including refrigeration and dry storage areas, ensuring they are clean and organized.	

Para	Section 2: Service Specification		
3.1.4	Food Handling Procedures	Observe food handling practices to ensure they follow food safety standards, including proper use of gloves and hairnets. Verify that raw and cooked foods are stored and prepared separately to avoid cross-contamination. Verify that allergen control measures are in place to prevent cross-contamination and that dietary and allergen information is accurately communicated	
3.1.5	Health and safety Compliance	Confirm that the caterer has the necessary permits and licenses to operate a food business from home or other sites. Check for health inspection certificates and food safety training certifications for staff.	
3.1.6	Fire and Safety Standards	Ensure there are functioning and fully serviced fire extinguishers, smoke detectors, and first aid kits. Verify that emergency procedures are in place and staff are trained to handle emergencies.	
3.1.7	Storage and Inventory Management	Ensure ingredients are stored at the correct temperatures and in appropriate conditions to maintain freshness. Check for proper stock rotation practices (First In, First Out - FIFO) to avoid using expired ingredients.	
3.1.8	Quality Control Processes	Confirm the use of standardized recipes to ensure consistency in food quality. Evaluate how new menu items are developed and tested for quality.	
3.1.9	Customer Interaction	Ask about methods for collecting and responding to customer feedback. Discuss standards for customer service and how the caterer ensures positive customer experience.	

Para	Section 2: Service Specification	
3.1.10	Order Management	Review the process for taking, preparing, and delivering orders to ensure it is streamlined and reliable. Evaluate communication channels and responsiveness to client inquiries and special requests.

All bidders who comply with Phase 3 will proceed to Phase 4.

Phase 4:

- Application of points for price and BEE status in accordance with the Preferential Procurement Policy Framework Act, 2000, preferential procurement goals contemplated in section 2 (1)(d) of the PPPFA and that the relevant B-BBEE scorecards (i.e., a B-BBEE certificate / sworn affidavit as supporting evidence provided by bidders to claim preference points) as specified in the Broad-Based Black Economic Empowerment Act (No. 53 of 2003, hereafter B-BBEE Act) be accepted as supporting evidence to claim preference points.

Guideline Menus for Pricing

- The following requirements are provided as a guide only. Suppliers are required to attach to their quotes, particulars of the complete menus that they offer, and which can be served in terms of the contract. Department of Health and Wellness would like to stress that the food and refreshments to be served must be of high quality, seasonal, fresh and meeting the standards of the health certificate issued by relevant authorities.

NOTE TO BIDDERS

- In the event where there is a Halaal requirement, bidders who do not have a Halaal certificate are encouraged to sub-contract a portion of the contract (not exceeding 25%) to a party who would have the necessary certification, and such documentation must be provided as proof before closing date.
- Catering special dietary and allergy requirements may also be outsourced to suitably qualified and certified suppliers.
- Certificate of acceptability for food premises must be provided before closing date
- Site visits will be conducted regarding food preparation, storage, packaging, carting and transportation
- Supplier must provide own staff and necessary equipment for the servicing at the various points as indicated per order.
- Suppliers must be able to provide service within 3 days' notice.
- All prices must include VAT and delivery.
- Quoted value to reflect total cost as per this sheet.
- Supplier MUST only render services after receipt of confirmation from the Supply Chain unit at Head Office.
- Supplier to provide servicing slip per a service (service note must be signed off by user) and submit invoices per order.
- Price must be firm for the duration of the contract period of 12 months OR when the threshold value of R 1 million is reached.
- Suppliers must quote on all items
- All groups must have crockery and cutlery inclusive in pricing
- Any packaging to be used to serve the drinks or food should be re-usable, recyclable and/ or in bio-degradable form e.g. paper bags, cups and related utensils/ unless stated differently in the specification as they might bring paper cups for coffee/tea, but the user might want glass.

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Para	Section 4: Special Conditions	Details of offer																								
4.1.	APPLICABLE DOCUMENTS	Complies/Doesn't comply Mark with C or DNC																								
	In addition to the specification and annexures which form part of this bid, prospective bidders are responsible for furnishing the following compulsory bid and evaluation documents in their bid offer where the requirement is stated. Bidders shall check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for challenges arising as a result.																									
4.1.1	Compulsory bid documents																									
4.1.1.1	WCBD1 - Invitation to Bid.																									
4.1.1.2	WCBD3.2 - Pricing schedules																									
4.1.1.3	WCBD4 - Declaration of Interest																									
4.1.1.4	WCBD6.1(b) - Preference claim form																									
4.1.1.5	Tax Clearance Certificate - Proof of current valid certificate																									
4.1.1.6	BBBEE Certificate - Proof of current valid certificate																									
4.1.1.7	Annexure B - Company profile																									
4.1.1.8	Annexure C - Guarantee (to be provided by successful bidder within 14 days of award)																									
4.1.2	Compulsory evaluation documents – declaration/affidavit																									
	WCDHW will request and verify compulsory evaluation documents from paragraph 4.1.2.1. to 4.1.2.14 , or acceptable, well-motivated written explanations where deviations occur, from the preferred bidder when such service-provider has been determined . Failure to comply with either of these requirements will lead to exclusion of the offer .																									
(a)	Please answer every question by marking ‘Yes’ or ‘No’ with an X where applicable. Only bidders who comply with the following requirements in this section will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.																									
4.1.2.1	Bidder's organisational status - Individual ownership - A company - A close corporation - Partnership - Joint venture	WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 02 OCTOBER 2026 1) 2) SIGNED SIGNED <table border="1"> <thead> <tr> <th colspan="4">Mark 'Yes' or 'No' with X where applicable</th></tr> </thead> <tbody> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> </tbody> </table>	Mark 'Yes' or 'No' with X where applicable				Yes		No		Yes		No		Yes		No		Yes		No		Yes		No	
Mark 'Yes' or 'No' with X where applicable																										
Yes		No																								
Yes		No																								
Yes		No																								
Yes		No																								
Yes		No																								
4.1.2.2	Compensation for Occupational Injuries and Diseases Act (COIDA), Act 130 of 1993 - Is the bidder registered with the Commissioner for COID?	<table border="1"> <tbody> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> </tbody> </table>	Yes		No		Yes		No																	
Yes		No																								
Yes		No																								
4.1.2.3	Unemployment Insurance Fund (UIF) - Is the bidder registered with the Commissioner for UIF?	<table border="1"> <tbody> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> </tbody> </table>	Yes		No		Yes		No																	
Yes		No																								
Yes		No																								
4.1.2.4	Pay as you earn (PAYE) - Is the bidder registered with the Commissioner for PAYE?	<table border="1"> <tbody> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> </tbody> </table>	Yes		No		Yes		No																	
Yes		No																								
Yes		No																								
4.1.2.5	Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations - Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the Act?	<table border="1"> <tbody> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> <tr> <td>Yes</td><td></td><td>No</td><td></td></tr> </tbody> </table>	Yes		No		Yes		No																	
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WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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Para	Section 4: Special Conditions	Details of offer
4.1.2	Compulsory evaluation documents – declaration/affidavit (continued)	Mark ‘Yes’ or ‘No’ with X where applicable
4.1.2.6	Skills Development Levies Act (9 of 1999) - Is the bidder registered with SARS, and has it been specified during registration under which Sector Education and Training Authority (SETA) their business resides?	Yes No Yes No
	If your response is no, please provide a written reason in your bid offer.	Yes No
4.1.2.7	Public Liability Insurance - Is the bidder registered for public liability insurance, and can proof be provided? - The successful service-provider shall maintain public liability insurance with a minimum cover of R5 000 000 for the full duration of the contract. Proof of such insurance must be submitted to WCDHW prior to commencement of the service. The service-provider shall ensure that the insurance policy remains valid for the entire contract period and shall provide updated proof of renewal upon request by WCDHW. Failure to provide proof within the required timeframe may result in withdrawal of the award and appointment of an alternative service-provider.	Yes No Yes No Yes No
4.1.2.8	Value Added Tax (VAT) - Is the bidder VAT registered?	Yes No Yes No
4.1.2.9	Tax Clearance Certificate - Is the bidder registered with SARS for Tax?	Yes No Yes No
4.1.2.10	SABS/SANS 10049:2019/ISO compliant - Can the bidder prove that all food supplied to HO comply with the specified quality standard and adhere to SABS specifications for the handling and preparation of food	Yes No Yes No
4.1.2.11	Compliant with the Health Act, 2003 (Act 61 of 2003), Regulation 638, “Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters”, 2018 - The contract manager must be furnished with proof of application within 2 weeks of contract award. Until the local authority (municipality) issues the CoA, all updates/correspondence must be shared with the contract manager continuously.	Yes No Yes No
4.1.2.12	Halaal certification - Can the bidder prove that all food supplied to HO is Halaal certified, i.e. possess a current, valid Halaal certificate issued by a recognised Islamic certification body (e.g. MJC, ICSA, HWMEM, etc.) for the handling and preparation of food in accordance with Islamic laws. - If not, the successful bidder must apply for the Halaal certification within 2 weeks of contract award.	Yes No Yes No Yes No
4.1.2.13	FEDHASA or similar Hospitality Association membership A copy of your current, valid membership certificate	Yes No Yes No

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
 BID OPENED @ 11:00
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DECLARATION

Name of company/ entity:

VAT registration number:

Company Registration number:

I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that I/we comply with the above-mentioned requirements.

Signature:

FULL NAMES: Commissioner of Oaths

Designation (rank)

ex officio: Republic of South Africa

Date:

Place

Business Address:

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS

GOODS & SERVICES SOURCING

BID OPENED @ 11:00

02 OCTOBER 2026

1) 2)

SIGNED SIGNED

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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Para	Section 4 - Special Conditions	Details of offer			
4.1.3	Other compulsory evaluation documents Documents requested in paragraphs 4.1.3.1-4.1.3.7 shall be either originals or copies of originals not older than 3 months, certified by a Commissioner of Oaths , attached to the last page of the bid document, confirming that a bidder is:	Mark 'Yes' or 'No' with X where applicable.			
4.1.3.1	Experienced in providing goods in the Public Health Sector - Proof of a least 2 years' appropriate experience providing meeting catering services within government health facilities . Please provide quotation/contract numbers to support this information. - Reference letters and contact details of 3 clients , attesting to the bidder's ability to provide a professional, punctual, reliable and cost-effective service , a sound accounting process and suitable contingency plans in emergencies.	Yes		No	
		Yes		No	
		Yes		No	
4.1.4	Applicable Acts Acts applicable to this bid that should be read in conjunction with the specification include, but are not limited to:	Complies/Doesn't comply Mark with C or DNC			
4.1.4.1	The Constitution of the Republic of South Africa (Act 108 of 1996)				
4.1.4.2	The Employment Equity Act (Act 55 of 1998)				
4.1.4.3	The Labour Relations Act (Act 66 of 1995)				
4.1.4.4	The Basic Conditions of Employment Act (Act 75 of 1997)				
4.1.4.5	Occupational Health and Safety Act (Act no 95 of 1993) and regulations				
4.1.4.6	Occupational Injuries and Diseases Act (Act 130 of 1993),				
4.1.4.7	The Health Act, 2003 (Act 61 of 2003). Regulation 638 relates to the hygienic handling of food and the inspection of food premises published under this Act, which is also enforced by local authorities (EHPs at municipalities) in their areas of jurisdiction.				
4.1.4.8	The Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972). This Acts addresses the manufacture, sale and importation of food. Authorised local authorities (EHPs at municipalities) enforce it in their areas of jurisdiction. Food import control is conducted by Port Health Services (EHPs of Western Cape Government Health). Regulation 908/1977 relates to the marking and labelling of meat packaging with the required information in legible print.				
4.1.4.9	The Meat Safety Act, 2000 (Act no 40 of 2000) and related regulations. Products shall comply with the specifications for the various grades of meat in this Act and The Food, Cosmetics and Disinfectant Act, 1972 (Act no 54 of 1972).				
4.1.4.10	Code of Good Practice for Food Hygiene Management, SABS 049 , Government Notice No. R. 1748 of 26 June 1992 , Government Notice No. R. 2120 of 20 September 1985 and Government Notice No. R. 2178 of 23 November 1990 .				
4.1.4.11	Government Notice R. 2078 of 25 July 1969 , and any amendments regarding grading, packing and marking of poultry promulgated subsequently.				

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Para	Section 4 - Special Conditions	Details of offer
4.3.	PRICING	
4.3.1	The bidder undertakes to provide the services specified to HO in accordance with the bid prices it has provided according to the requirements in the WCBD1 and WCBD3.2 forms. Under no circumstances, either before or after the award of the bid, shall the WCGH negotiate with any party regarding alternative methods of calculating the cost of the service.	
4.3.2	Bid prices must be firm 3-tier prices , where all annual escalations that may be reasonably expected (e.g. labour such as an annual wage increase mandated by the Department of Labour , food & transport cost, inflation) have been incorporated into the prices for each year of the contract, and must include VAT. <u>No additional requests for increases will be considered, therefore, during the contract term.</u>	
4.3.3	15% VAT is only charged on taxable supplies and does not include exempt supplies (any supply of goods or services made by a taxable person. It is compulsory for a business entity to register for VAT: - where the value of taxable supplies made in any consecutive 12-month period exceeded or is likely to exceed R1 million ; or where in terms of a written contractual obligation , the value of taxable supplies to be made in a 12-month period will exceed R1 million .	
4.3.4	Due to the compulsory VAT registration requirements, ALL offers may be subject to VAT . For this bid, bidders who are not yet registered for VAT are required to submit an offer that factors in the possibility that they may need to register for VAT due to the value of the total offer and/or any price adjustments that may follow during the contract period.	
4.4	ACCOUNTING	
4.4.1	The service provider must adhere to generally acceptable accounting practices and will maintain all accounting records for the provision of the catering service.	
4.4.2	The accounting period shall be from the first day to the last day of each month. Accounts received by HO for the food service must be remitted within 30 days of receipt of an accurate, certified account . HO does not accept responsibility for delays in payment due to the submission of inaccurate accounts.	
4.4.3	The service-provider shall provide food on an all-risk basis and HO will only pay for <u>actual</u> meals and beverages issued to meetings. The amount claimed from HO for meals served shall not exceed the amount in the pricing schedules , forms WCBD3.2, subject to the provisions under Pricing. This will enable HO's Contract Manager to monitor and keep account of <u>all meals, snacks and beverages served</u> on each occasion to meetings in terms of the contract.	
4.4.4	The service-provider must provide HO with a document to verify meeting meals served per month. Monthly payment claims for meals must be submitted to HO's Contract Manager on the service-provider's official invoices by the 2nd weekday of next month and must be supported by the schedules reflecting the total number of meals served and their cost . The service provider must submit a monthly report detailing the meal evaluation forms, of which the requirements will be made available to the successful bidder.	

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Para	Section 4 - Special Conditions	Details of offer
4.5.	BID EVALUATION	
4.5.1	The specification and conditions here and elsewhere in this bid, any documents where bidders have been required to respond, and compliance with inherent requirements, such as CSD registration will all be considered part of the evaluation of received bids.	
4.5.2	The following factors will be considered during evaluation of this bid:	
4.5.2.1	At least 2 years’ experience and knowledge of meeting catering services in a public and/or private sector health environment. Only recognised, reputable catering service-providers with proof of experience in the provision of hospital catering services will be considered.	
4.5.2.2	The provision of references for similar food services undertaken. Bidders must provide detailed information of their experience in the catering trade, acceptable proof of the ability to supply high quality meals and a list of current catering contracts with their bid documents.	
4.5.2.3	A detailed, documented system analysis for a functional organisational structure as a basis for managing this contract. Please see Annexure B . Bidders must clearly indicate envisaged organisational principles, procedures and functions for the effective management and operation of the institution in the analysis submitted with their bid documents.	
4.5.2.4	Neither offers deviating from the specified requirements, nor alternative, qualified, conditional or incomplete offers will be considered . WCDHW will not be obliged to enter into correspondence with bidders about this condition.	
4.6	GUARANTEE AND SURETY	
4.6.1	Please see paragraph 7 of the General Conditions of Contract. The prospective service-provider shall furnish the Directorate Sourcing, WCDHW Head Office with a financial guarantee equivalent to 2.5% of the total contract value, the monetary value which shall be determined in the letter of acceptance, within 14 days of notification of the acceptance of the bid.	
4.6.2	The proceeds of the performance security shall be payable to HO as compensation for any loss resulting from the service-provider’s failure to complete his obligations under the contract.	
4.6.3	If the prospective service-provider fails to comply with this requirement, the Directorate Supply Chain Management at Head Office is entitled to terminate the contract without prejudice to any other rights it may have, and to recover any damages suffered due to this failure and the need to accept a less favourable bid for the catering service.	
4.6.4	The type of financial guarantee shall be valid for the duration of the contract and shall be in the currency of the contract , or a freely convertible currency acceptable to the end-user and shall be in one of the following forms, in accordance with <u>paragraph 7.1 of the General Conditions of Contract</u> : - a bank guarantee or an irrevocable letter of credit issued by a reputable bank in the end-user’s country or in a foreign country acceptable to the end-user, in the form provided in the bid documents or another form acceptable to the end-user; OR - a cashier’s or certified cheque	

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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Para	Section 4 - Special Conditions	Details of offer
4.7	LIAISON	
4.7.1	The service-provider must have the full-time services of (a) fully qualified dietitian(s) registered with the Health Professions Council of South Africa (HPCSA) on the pay-roll of the company or must undertake to acquire the services of such (a) qualified person(s).	
4.7.2	HO shall appoint a Contract Manager and the service-provider shall appoint a Catering Manager who shall form a communication link between the meetings, HO and the service-provider. This liaison committee shall co-operate closely to facilitate the flow of information regarding operational issues between the parties.	
4.7.3	The service-provider must furnish the curriculum vitae of this Catering Manager , who will manage the specialist food service operation of HO for the duration of the contract, within 14 days before the contract starts.	
4.7.4	To promote efficient liaison between HO and the service-provider after award of the contract, the service-provider shall provide the following information: - the physical address of <u>its nearest office to the location of the contract</u> .	
4.8	PUBLIC LIABILITY AND INSURANCE INDEMNITY	
4.8.1	The service-provider shall indemnify HO and hold it harmless against:	
4.8.1.1	any damage to HO's movable or immovable property , any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of HO's property by the service-provider,	
4.8.1.2	legal liability for any claims that may be made against HO arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of HO's property by the service-provider,	
4.8.1.3	legal liability claims in the event of the death, injury or illness of any person, including employees of HO or their dependents, or any associated loss resulting or arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of HO's property by the service-provider, or	
4.8.1.4	any reasonably incurred legal costs , including attorney and client costs, relating to claims or actions against HO arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of HO's property by the service-provider.	

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

BID OPENED @ 11:00

02 OCTOBER 2026

1) 2)
SIGNED SIGNED

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Para	Section 4 - Special Conditions	Details of offer
4.8	PUBLIC LIABILITY AND INSURANCE INDEMNITY (continued)	
4.8.2	For the proper fulfilment of the indemnity, the service-provider shall submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, within 14 days of the date of the letter of acceptance.	
4.8.3	If HO deems this amount insufficient , it reserves the right to request the service-provider to increase the cover at his expense to the value determined by HO.	
4.8.4	If the service-provider fails to pay the premiums required to maintain the insurance cover, an equivalent amount will be deducted from its monthly service account to ensure that cover is maintained.	
4.8.5	This bid will be accepted on condition that HO may terminate the agreement in its sole discretion and without prejudice to any other rights it may have, if the service-provider fails to submit proof of the insurance cover required above. The service-provider shall be liable for any damage which HO may sustain due to the termination of the contract and the appointment of another service-provider.	
4.9	SECURITY	
4.9.1	The service-provider must supply a list with the names of all his staff at HO to HO’s Contract Manager for security purposes. Any personnel changes must be reported in writing to the Contract Manager, who will inform HO’s security section in turn. Unidentified staff and staff whose names do not appear in the security section’s records will not be allowed access to all Western Cape Department of Health and Wellness premises.	
4.9.2	The service provider shall ensure that his staff complies with the security regulations applicable to end-user. The service-provider’s staff shall wear official name/identification badges at all times. Staff may be subjected to random searches .	
4.9.3	No information concerning WCDHW, HO, its end-user or any of its activities may be disclosed to the public or the media by the service-provider’s staff.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
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Para	Section 4 - Special Conditions	Details of offer
4.10	FIRE AND SAFETY PRECAUTIONS	
4.10.1	The service provider shall ensure compliance with the provisions of the Occupational Health and Safety Act, Act 95 of 1993 , and regulations.	
4.10.2	The end-user/service-provider shall report any hazardous situation in writing to HO. Similarly, HO will report any hazardous situation that requires the service-provider’s attention, to the service-provider in writing through the Health and Safety Committee structures . HO management will review the situation and determine a course of action.	
4.10.3	The service-provider shall ensure that all staff under his control are trained in Health and Safety procedures , including fire training, that they know the fire drill procedures of HO and are aware of the locations of fire extinguishers on the premises. The service-provider must be familiar with HO Major Incident Plan , which will be provided to the service-provider for scrutiny.	
4.10.4	Fire extinguishing equipment in the service-provider’s designated operational areas must be recorded on his inventory schedule, however, HO will request updates of this equipment and ensure that it is in good working order.	
5.10.5	The service-provider must ensure that all electrical appliances used in the execution of the contract, and for which he is responsible, are in good working order , will not trip the earth leakage system of any facility where catering service is provided or pose a fire hazard to any person, property or premises.	
4.10.6	Any power disruptions caused by the service-provider’s faulty equipment can have severe and adverse effects on the operation of HO. The service-provider will be liable for any claims and damages incurred in this way.	
4.11	INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE	
4.11.1	The service-provider shall be liable for the provision of the catering service irrespective of the effect of industrial action and/or unrest on management staff and other food service staff it employs.	
4.11.2	During industrial action and/or unrest the service-provider’s staff will be present on HO premises at their own risk . HO shall not be liable for any damage to property or equipment of the service-provider or his staff, or injury to or death of the service-provider’s staff. The service-provider shall indemnify HO against such damages or claims and legal costs including attorney and client costs.	
4.11.3	Should the service-provider’s staff embark on a strike/industrial action they will not be allowed onto HO premises.	
4.11.4	If the premises used by the service-provider to provide the catering service should become either partially or completely inaccessible due to force majeure (Act of God, e.g. floods, wind-storms) or fire damage , HO and the service-provider shall agree mutually on methods to continue the service as best as possible.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
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SIGNED	SIGNED

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Para	Section 4 - Special Conditions	Details of offer
4.12	DISTURBANCES	
4.12.1	The service-provider shall not facilitate access to, or allow any activity, person or vehicle on the premises of HO that could pose a disturbance, inconvenience, public nuisance or danger to meetings, staff or property. Noise levels must be limited as far as practically possible.	
4.13	RESTRICTIONS	
4.13.1	HO reserves the right, within reason, to implement such regulatory measures as it may deem necessary to maintain hygiene standards, safety and order on the premises. If the service-provider fails to comply with these measures despite written notification by HO, its non-compliance may be considered breach of contract .	
4.14	TRANSPORT	
4.14.1	The service-provider shall provide all suitable and approved transport services necessary for the proper execution of its management and food service functions and shall be fully liable for conveying supplies and staff to HO.	
4.14.2	The vehicle transporting food products for delivery shall be a closed, insulated, refrigerated delivery truck with an inner temperature not exceeding 7°C . It must be clean, sanitized and should not be used for any other purpose , nor should fresh and perishable foodstuffs be transported with other goods that may contaminate them . The vehicle may be subjected to random inspection at HO’s discretion.	
4.14.3	The service-provider shall provide its own trolley(s) with which to transport food products into HO’s Food Service storage area. Under NO circumstances may the supplier use HO’s trolleys.	
4.15	WASTE DISPOSAL	
4.15.1	The service-provider shall place all refuse generated by its food service in sturdy refuse bags at least 50 microns thick , seal these bags with cable ties and place them in HO’s waste containers in the goods yard . HO will dispose of such refuse at its own discretion and at no cost to the service-provider.	
4.16	PROMOTIONAL AND ADVERTISING MATERIAL	
4.16.1	The service-provider may not display any promotional sign, poster, name-plate, article or object with its name or logo within HO or on HO premises without the written approval of HO’s Head or his representative. HO reserves the right to remove any such undesirable item at the service-provider’s cost.	
4.17	TRANSFER AND CESSION	
4.17.1	The service-provider must be the sole provider of the catering service. The use of sub-contractors will not be allowed without the prior written permission of WCDHW. If sub-contracting is unavoidable, the relevant paragraphs of preference claim form WBCD6.1(b) will apply.	
4.17.2	The service-provider will not cede, transfer, sell or alienate the contract or a part of it in any way to any other person or company without obtaining prior written permission from the WCGH, and on condition that the cessionary complies with all requirements of this contract.	

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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Para	Section 4 - Special Conditions	Details of offer
4.18	BREACH AND TERMINATION	
4.18.1	Should either party commit a breach of this contract's provisions and fail to remedy that breach within 14 days after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, shall be entitled to cancel the contract with the other party upon written notice to the address in the contract. The parties agree that the provision of paragraph 23 of the General Conditions of Contract will apply in that event, if it is not conflict with the contract.	
4.18.2	The service-provider's right to use or occupy any part of the premises or use any equipment of HO, shall cease on termination of the contract.	
4.18.3	HO shall be entitled to determine the value of any missing items in collaboration with the contractor, and to deduct the amount of the value or reduced value of such items from any amount due to the contractor.	
4.18.5	If HO should be closed permanently for any reason, HO shall give the service-provider 3 months prior written notice of the intended closing, and shall reserve the right to terminate this agreement with the service-provider at the time of closing.	
4.18.6.1	The service-provider agrees that the termination of its contract (either when the 3-year term or any extensions have expired) and the commencement of a new service does not constitute a transfer or cession of the service: - either in the legal sense, or - as contemplated in the latest version of the Accounting Officer's System for Procurement, Supply Chain and Asset Management issued by the Accounting Officer in terms of section 44(1) and 44(2) of the PFMA, 1999.	
4.18.6.2	As such, Article 197 of the Labour Relations Act (Act 66 of 1995) and subsequent amendments of the Act cannot be invoked to compel the incoming service-provider to transfer and permanently appoint any or all of the outgoing service-provider's staff on its establishment.	
4.18.6.3	The service-provider agrees that the premises may be viewed by prospective bidders accompanied by HO's Contract Manager at any reasonable time during the last 3 months of the duration of the contract.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

02 OCTOBER 2026

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WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

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Para	Section 4 - Special Conditions	Details of offer
4.19	DISPUTE RESOLUTION	
4.19.1	Mediation	
4.19.1.1	Any dispute arising from or relating to this contract may be referred to a mediator without legal representation by the parties.	
4.19.1.2	The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.	
4.19.1.3	If the parties cannot agree on a particular mediator within 5 calendar days after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator within 10 calendar days after the parties' failure to agree.	
4.19.1.4	The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
4.19.1.5	The parties shall have 14 calendar days to finalize their representations. Within 14 calendar days of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
4.19.1.6	The mediator's opinion shall be final and binding on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
4.19.1.7	The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.	
4.19.2	Arbitration	
4.19.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.	
4.19.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in Cape Town with the intention that it be concluded within 14 calendar days where possible.	
4.19.2.3	Unless otherwise stated here, if the disputed matter is - (i) primarily a legal matter, the arbitrator shall be a practising senior advocate of the Cape Bar ; (ii) any other matter, the arbitrator shall be an independent, suitably qualified person mutually agreed upon by the disputing parties	

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Para	Section 4 - Special Conditions	Details of offer
4.19.2	Arbitration (continued)	
4.19.2.4	If parties cannot agree whether the question in dispute falls under (i) or (ii) above and/or on a particular arbitrator within 7 calendar days after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council shall: - determine whether the question in dispute falls under (i) or (ii); and/or - appoint an arbitrator from two arbitrators nominated by each party within 7 calendar days after the parties' failure to agree.	
4.19.2.5	The arbitrator shall provide his/her decision within 14 calendar days after the completion of arbitration. He/she may determine that the arbitration costs be paid either by one or both parties and at a rate he/she considers appropriate.	
4.19.2.6	The arbitrator's decision shall be final and binding and may be made an <u>order of the Western Cape High Court</u> , Cape Town on application by either party.	
4.20	GENERAL	
4.20.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Department reserves the right, in its sole discretion:	
4.20.1.1	- to withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,	
4.20.1.2	- to amend the bid process, closing date or any other date at its sole discretion,	
4.20.1.3	- to cancel the bid or any part of the bid before the bid has been awarded,	
4.20.1.4	- not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,	
4.20.1.5	- not to award the bid to the highest points or lowest price,	
4.20.1.6	- to reject all responses submitted and to embark on a new bid process.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 02 OCTOBER 2026	
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PRICING SCHEDULE (SERVICES)

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

NAME OF BIDDER:

BID NUMBER **WCGHSC0380/2026**CLOSING TIME: **11:00 ON FRIDAY, 3 OCTOBER 2025**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			Price (R)
1.	Est meals/ 36 months				
1.1		BEVERAGES			
		Chicory based coffee 200g equal to Nescafe or Jacobs	Each		R.....
		Tea (Rooibos, Ceylon, herbal)	Box 100		R.....
		Milk (full cream, skim milk, soya milk & 2 % low fat 1L or 500ml as applicable)	6 pack		R.....
		Water: Still and sparkling, spring or purified	6 pack		R.....
		Sweeteners	Box		R.....
		Locally sourced Honey	350g		R.....
		Sugar (brown & white)	2kg		R.....
		100% Fruit Juice in Various Flavours	5L		R.....
		100 % Fruit Juice in Various Flavours 500ml	500ml Bottles		R.....
		SUB-TOTAL			R.....

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- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is insufficient.)
-
-
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost.**
-
- D. **Please note that the total bid cost under item 6.5 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

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PRICING SCHEDULE (SERVICES)

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1.2	Quantity	BREAKFAST option (Per Person)		Price per person/ item	Price per person for group is smaller than 20	Price per person for group 20-50 PAX/Item	Price per person for Group Above 50PAX/ Item
	2 pp	Muffins and scones: healthy options (low sodium, low sugar), assorted flavours (fruit, seeds, oat, bran, nuts). Individual, mini portions of butter & assorted jams		R.....	R.....	R.....	R.....
	2 pp	Muffins and scones: healthy options (low sodium, low sugar), assorted flavours (fruit, seeds, oat, bran, nuts).		R.....	R.....	R.....	R.....
	2 pp	Assorted biscuits (<i>bulk-packed preferred; individual wrapping only if required by the department</i>)		R.....	R.....	R.....	R.....
	2 pp	Yoghurt & fruit cups (seasonal fruit)		R.....	R.....	R.....	R.....
	2 pp	Assorted individually wrapped rusks		R.....	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....	R.....

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WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

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PRICING SCHEDULE (SERVICES)

WCGHSC0380/2026 FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD.

NAME OF BIDDER:

BID NUMBER WCGHSC0380/2026

CLOSING TIME: 11:00 ON FRIDAY, 3 OCTOBER 2025

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

1.3	Quantity	DESCRIPTION OF ITEMS		Price per person/ item	Price per person for group is smaller than 20	Price per person for group 20-50 PAX/Item	Price per person for Group Above 50PAX/Item
1.3.1	1pp	SEASONAL FRUIT PLATTERS (Vegan Option) Seasonal fruit platters or fruit kebabs using locally sourced, seasonal fruit.		R.....	R.....	R.....	R.....
1.3.2	N/A	Cheese platters, gouda, blue cheese, brie, camembert, Emmental, Medium fat cream cheese with tomato & herbs, White rock, medium fat semi-soft cheese with cranberries served with olives, figs, healthy crackers and various breads.		R.....	R.....	R.....	R.....
1.3.3	N/A	Cold meat platters, Smoked chicken, spiced beef, beef pastrami (unprocessed), served with hummus, healthy crackers and assorted breads. No processed meats permitted.		R.....	R.....	R.....	R.....
1.3.4	Serving: 2 slices pp cut in 4 quarters	Sandwich platters, Assorted healthy sandwiches. Bread: whole-grain/ sourdough/ brown/ seeded. Accompaniments: various lettuce, tomato, cucumber / herbs. Filling: sliced beef (roast /pastrami) / sliced chicken/ roast vegetables/ tuna/ cheese (cheddar /mozzarella - not processed). Sauce: mustard/ aioli / low-fat dressings/ pesto/ chutneys		R.....	R.....	R.....	R.....
1.3.5	N/A	Variety platters, meatballs, chicken wings and drumsticks, spring rolls, miniature quiches, chicken kebabs served with garnish and a sweet and sour dip or sweet chilli sauce. Where required, a vegetarian or halaal-compliant alternative must be available		R.....	R.....	R.....	R.....
1.3.6	N/A	Vegetarian Platter (Vegan Option), Warm seasonal vegetable bites or half-moon pastries with vegan fillings, roasted or fresh seasonal vegetables, salad options, hummus and other plant-based dips. Served with vegan breads and crackers. Topping options may include mushrooms & thyme, pesto, hummus, and avocado (seasonal).		R.....	R.....	R.....	R.....

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	2 per person	Mini Wrap platter, Mini wraps with chicken, beef or tuna fillings with garnish		R.....	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....	R.....

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1.4	Quantity	DESCRIPTION OF ITEMS		Price per person/ item	Price per person for group is smaller than 20	Price per person for group 20-50 PAX/Item	Price per person for Group Above 50PAX/Item
1.4.1	1 soup bowl per person (500ml)	Soup, served with butter and bread Soup Options: Vegetable Beef Chicken Vegan/ Vegetarian options: Tomato & Basil Vegetable Butternut Carrot & Coriander Leek, Onion & Potato Lentil (Where lunch options contain meat or dairy, an equivalent vegetarian and/or vegan alternative must be available upon request)		R.....	R.....	R.....	R.....
1.4.2	1 (one) piece of main and two dishing spoons per a side	Lunch Option 2, Roasted chicken (drumstick and thigh), roasted vegetables and rice		R.....	R.....	R.....	R.....
1.4.3	lamb, chicken or beef Curry/vegan curry with rice	Lunch Option 3, Soup, served with butter and bread Soup Options: Vegetable Beef Chicken Vegan/ Vegetarian options: Tomato & Basil Vegetable Butternut Carrot & Coriander Leek, Onion & Potato Lentil (Where lunch options contain meat or dairy, an equivalent vegetarian and/or vegan alternative must be available upon request)		R.....	R.....	R.....	R.....
1.4.4	one portion of main and two dishing spoons per a side	Lunch Option 4 lamb, chicken or beef Curry/vegan curry with rice (Where lunch options contain meat or dairy, an equivalent vegetarian and/or vegan alternative must be available upon request)		R.....	R.....	R.....	R.....

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1.4.5	1 portion of meat per an item, one roll and 2 salad portions per a person	Braai Menu: Meat: Lamb Chops Chicken beef Sausage Vegan meat replacement: vegan sausage vegetable kebabs Garlic Roll Salad (Options: green salad, 3 bean salad, potato salad, coleslaw salad)		R.....	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....	R.....

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WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

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1.5		DESCRIPTION OF ITEMS		Price per person/ item	Price per person for group is smaller than 20	Price per person for group 20-50 PAX/Item	Price per person for Group Above 50PAX/Item
1.5.1	1 portion per a person	Dessert option 1: Carrot cake topped with cream cheese frosting and nuts (or all dessert options, suppliers must be able to provide a suitable alternative of comparable quality and portion size for all dietary and allergy requirements upon request.)		R.....	R.....	R.....	R.....
1.5.2	1 portion per a person	Dessert option 2: Malva pudding served with custard pudding served with custard (or all dessert options, suppliers must be able to provide a suitable alternative of comparable quality and portion size for all dietary and allergy requirements upon request.)		R.....	R.....	R.....	R.....
1.5.3	1 portion per a person	Dessert option 3: Lemon Tarts/ Pecan Pie strawberries, mangoes, and cherries tarts topped with fresh fruit (or all dessert options, suppliers must be able to provide a suitable vegan alternative of comparable quality and portion size upon request.)		R.....	R.....	R.....	R.....
1.5.4	1 portion per a person	Dessert option 4: Fresh Fruit Cheesecake Pie With a smashed tea biscuit crust and a cream cheese filling. (or all dessert options, suppliers must be able to provide a suitable vegan alternative of comparable quality and portion size upon request.)		R.....	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....	R.....

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ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE IN RAND INCL VAT		
6.	Estimated Quantities 36 months	TOTAL COST OF SERVICE: Breakdown of cost contributors. The sum of costs under item 1.1 to 1.5 must amount to the total cost of this service under item 6.5.			TOTAL COST OF SERVICE		
6.1		CATERING COST:					
					FOOD COST		
		Meeting menu			1st year	2nd year	3rd year
6.1.1	60 per year	Menu A: Cost for beverages			R.....	R.....	R.....
6.1.2	60 per year	Menu B: Cost for breakfast options			R.....	R.....	R.....
6.1.3	60 per year	Menu C: Cost for platters			R.....	R.....	R.....
6.1.4	60 per year	Menu D: Cost for lunch options			R.....	R.....	R.....
6.1.5	60 per year	Menu E: Cost for deserts			R.....	R.....	R.....
6.5		TOTAL ALL-INCLUSIVE COST OF SERVICE FOR 3 YEARS (A + B + C + D + E)			R.....		
		Note to bidders:					

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WESTERN CAPE GOVERNMENT

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

1. To give effect to the requirements of the following legislative framework -
 - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
 - (ii) Public Finance Management Act (PFMA),
 - (iii) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest),
 - (iv) Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations,
 - (v) Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, and
 - (vi) 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.

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02 OCTOBER 2026	
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6. Definitions

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

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

"Business interest" means -

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

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

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“Controlling interest” means the power by one person or a group of persons holding the majority of the equity of an enterprise, or 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 (Act 12 of 2004) as:

Any person is guilty of the offence of corruption who directly or indirectly-

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, 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, to act personally or by influencing another person to act in a manner -
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorized, incomplete or biased action, or
 - (bb) misuse or selling of information or material acquired while exercising, carrying out or performing 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) is designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything.

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“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, applies or bids for the sale, lease or supply of goods or services to the Western Cape Government;

“Family member” means a person's -

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

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

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

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"Western Cape Government" ("WCG") means -

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

"RWOEE" means **R**emuneration **W**ork **O**utside the **E**mployee's **E**mployment.

"Spouse" means a person's -

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

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 were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution; or
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of potential conflict of interest, should the resulting bid or part thereof be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
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 prohibition *pe se*, meaning that it cannot be justified on 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 -

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- (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998, and/or
- (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
- (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

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 with a right or entitlement to share in profits, revenue or assets of the entity, should be disclosed in the Table A below.	

TABLE A

[illegible]

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BID OPENED @ 11:00

02 OCTOBER 2026

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

FULL NAME OF EMPLOYEE	IDENTITY NO	DEPARTMENT/ EMPLOYMENT ENTITY	RELATIONSHIP TO BIDDER/DESIGNATION	INSTITUTION EMPLOYEE NO/PERSAL NO Indicate if unknown

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02 OCTOBER 2026

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SECTION C: PERFORMANCE MANAGEMENT & 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 12 months? (If yes, complete Table C)	NO	YES
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TABLE C

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

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? <i>(To access this Register enter National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)</i>				NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 5 years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past 5 years on account of failure to perform on, or comply with, the contract?				NO	YES

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SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I understand the content of the document;
- (iii) that 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 arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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 awarding of the contract;
- (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 I asked the deponent the following questions and wrote down his/her answers in his/her presence before administering the oath/affirmation:

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

ANSWER: _____

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

ANSWER: _____

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

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

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

SIGNATURE

FULL NAMES

Commissioner of Oaths

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

Date: _____

Place _____

Business Address: _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
02 OCTOBER 2026
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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

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

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing or contains a verification, made under oath on penalty of perjury, which serves as evidence of 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 the code of good practice for 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 in the form determined by an organ of state, in response to an invitation to provide goods or services through price quotations, competitive bidding processes or any other method envisaged in legislation.
- 1.7 **"Bid 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.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"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.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"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 service-provider 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.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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- 1.13 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.14 **“Person”** includes a juristic person.
- 1.15 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.16 **“Proof of B-BBEE status level contributor”** means –
- the B-BBEE status level certificate issued by an authorized body or person;
 - a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes.
- 1.19 **“Sub-contract”** means that the primary service-provider is assigning, leasing, making out work to or employing another person to support the primary service-provider in the execution of part of a project in terms of the contract.
- 1.20 **“Tender”** is the act of bidding.
- 1.21 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2022.
- 1.23 **“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.
- 1.24 **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.
- 1.25 **“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); and
 - 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:
The value of this bid is estimated **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference points system shall be applicable.
- 2.3 Preference points for this bid shall be awarded for:
- Price; and
 - B-BBEE status level of contribution.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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2.4 The maximum points for this bid are allocated as follows:

PRICE	POINTS	
	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

2.5 Failure on the part of a bidder to complete and sign this form and submit in the circumstances prescribed in the Codes of Good Practice along with the bid 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, **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 to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

3. ADJUDICATION USING A POINT SYSTEM

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

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

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:

- (a) points out of **80/90** for **price**; and
- (b) 0 points out of **20/10** for **B-BBEE**.

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

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

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

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$\text{Where } \begin{matrix} \text{80/20} & & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{matrix}$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

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

$$\text{Where } P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{OR} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable bid

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
02 OCTOBER 2026
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6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified 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** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 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** must submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.9 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends **sub-contracting more than 25% of the value of the contract** to any other enterprise that does not qualify for at least the points for which such a bidder qualifies, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.10 A bidder awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 6

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

8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 6.1 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 sub-contracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-service-provider? Level
- (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 so 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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GOODS & SERVICES SOURCING

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02 OCTOBER 2026

1) 2)
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10.5 I/we, the undersigned, who am/are 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 or 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 service-provider, 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 claim from the service-provider any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 02 OCTOBER 2026	
1)	2)
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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

02 OCTOBER 2026

1) 2)
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3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or (e) as amended (select one) _____ of the dli Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned	Level One (135% B-BBEE procurement recognition)
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)
(a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
(c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity.
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.	

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

TABLE OF CLAUSES

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
02 OCTOBER 2026
1) 2)
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General Conditions of Contract

1. Definitions

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

General Conditions of Contract

1. Definitions (continued)

- 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 sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

General Conditions of Contract

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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



General Conditions of Contract

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or service-provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in paragraphs 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier
- 8.6 Supplies and services which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of paragraphs 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Paragraph 23 of GCC.

9. Packing

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 02 OCTOBER 2026 1) 2) SIGNED SIGNED

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

General Conditions of Contract

- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
 - (c) furnishing 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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

General Conditions of Contract

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

General Conditions of Contract

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Paragraph 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Paragraph 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Paragraph 23.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

General Conditions of Contract

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;
 - b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by 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.
- 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.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

General Conditions of Contract

- 23. Termination for default (continued)**
- 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 a 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 of not less than five years and not more than ten 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 subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

General Conditions of Contract

27. Settlement of disputes (continued)

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified 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.



General Conditions of Contract

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of restrictive practices

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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EXAMPLE OF COMPULSORY SITE VISIT ATTENDANCE REGISTER/NOT APPLICABLE

We, the undersigned, hereby declare that we attended the compulsory site visit inspection and information session for bid no **WCGHSC0380/2026, WCGHSC0380/2026** FOR THE PROVISION OF CATERING AND EVENTS AT HEAD OFFICE, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD on

Arrival time:	Name of company	Address and contact details	Name and position of representative	Signature of representative
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 02 OCTOBER 2026 1) 2) SIGNED SIGNED

Note: This document is an example of the certificate that will be circulated for completion at the site visit inspection and information session.

BIDDER'S PROFILE

As WCGH will only consider bids from service-providers with experience in the provision of catering services to hospitals, historically, this section of the bid document was used to establish bidders' **qualifications and experience** in the provision of a comprehensive food service, particularly in a hospital environment, and to determine the **type, structure and** operational base (**nearest office**) of the organization for the purpose of the bid.

Due to the documentary requirements for compulsory registration as a vendor on the Central Supplier Database (CSD) which is a condition of this bid, however, **certain details are already available to WCDHW on the CSD** and a repetition of this information will not be required in this section. To enable WCGH to access and verify these details, please **ensure that the following documents required for CSD registration are available and current on the system:**

- Registration documents, in particular your BEE certificate and WCBD6.1 form
- Declaration of Interest
- Business particulars, and
- Owners and shareholders' details

QUALIFICATIONS AND EXPERIENCE

1. Please provide the name of the person who will be responsible for the execution and control of the contract at WCCN on behalf of your company, if your bid is successful. This person's title

2. Please provide the name of the person who will act as the **Catering Manager at Head Office** on behalf of your company, if your bid is successful.

3. Please attach as **Annexure B1** both curriculums vitae to this document, which must contain ID numbers, work and private addresses and contact details, including at least two contact numbers and an e-mail address each. The CVs must make specific mention of the qualifications and experience of the designated staff-members in the field of catering services, particularly in a Western Cape Government environment.

ORGANISATIONAL STRUCTURE

4. Please attach as **Annexure B2** an organogram and a description of your organizational structure, detailing how this structure will be applied for the purpose of this bid, if your bid is successful.
5. Please attach as **Annexure B3** a list describing the principles and procedures that will be applied in the management of the service, if your bid is successful.

DETAILS OF BIDDER'S NEAREST OFFICE

6. If your bid is successful, the nearest office from where you will execute the contract will be/is already/ established (*please delete what is not applicable*) at the following physical address:

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
02 OCTOBER 2026
1) 2)
SIGNED SIGNED

UNDERTAKING

7. I, (name in print) _____
in my capacity as (designation) _____
and duly authorized, hereby undertake to open and/or maintain an office at the address above from which the catering service shall be conducted and managed during the term of the contract. Staff employed for the purpose of the contract shall be based at the address in the WCBD1 ("the Bid" form)/the address in paragraph 6 above. (*Please delete what is not applicable*).

Signed on behalf of the bidder

Date: _____

GUARANTEE (SURETYSHIP)

WHEREAS Western Cape Government Health and Wellness, hereafter called "WCDHW" has entered into an agreement with the Service-provider, hereafter called "the Contractor", (name) _____ with its office at (address) _____ WCGHSC0380/2026 for the provision of catering and events at Head Office, Western Cape Government Health And Wellness for three years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Service-provider is obliged to furnish WCDHW with a guarantee to the amount of R_____ in terms of its agreement for the due fulfilment by the Service-provider of its obligations under the agreement,

AND Bank/insurance company (name) _____, with its office at (address) _____, hereafter called "the Guarantor" is prepared to furnish the aforesaid guarantee,

NOW, THEREFORE, the Guarantor hereby binds itself as surety and co-principal debtor *in solidum* for the due fulfilment by the Service-provider of all obligations under the agreement. Should the fails to carry out any of these obligations, the Guarantor undertakes to pay on demand to WCDHW at (place/date) _____ the agreed amount of R_____.

A certificate issued by the accountant of WCDHW, stating that the Service-provider has failed to comply with the conditions of the agreement, and the amount of damage suffered by WCDHW, shall be *prima facie* proof of such failure and of the amount due and payable to WCDHW.

The Guarantor hereby expressly renounces the benefits of the exceptions *non-numeratae pecuniae, non-causa debiti, excussionis et disionis*, with the meaning of which we declare ourselves to be fully acquainted.

The Guarantor chooses as its *domicilium citandi et executandi*, and for all notices and legal processes, the following street address in South Africa: _____

Signed at _____ on _____ 2022.

Signed on behalf of the Guarantor

As witnesses

1. _____

2. _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

02 OCTOBER 2026

1) 2)
SIGNED SIGNED

INVENTORY SCHEDULE

Head Office

DEPARTMENT/AREA

The inventory schedule shall include all kitchen utensils, kitchen appliances and kitchen equipment, furniture, cleaning and fire extinguishing equipment, curtains, keys, etc. for each separate area for which the service-provider will be responsible during the term of the contract. This page may be copied for each area for which an inventory schedule is required and for each area where there is insufficient space on one page to list its inventory items. An electronic copy may also be provided on request for electronic capturing of inventory details.

[illegible]

It is hereby acknowledged that the items listed above, as well as any annexures, signed by both parties and attached, comprise the complete inventory schedule for the purpose of the contractual agreement between WCGH and the contractor

Signed on behalf of the contractor

Name (print) :

Designation :

Date :

Signed on behalf of Head Office

Name (print) :

Designation :

Date :

ACCOUNTING SCHEDULES

The following three schedules are the basis of an accounting system that enables the service-provider to claim for services provided at HO, and for HO to pay the service-provider for those services.

ANNEXURE E1: DAILY PROVISIONS ISSUED STATEMENT

The daily statement must be completed by the service-provider to indicate the number of meals actually served to meetings per mealtime per day. On completion, it must be certified as correct by HO's authorized representative.

ANNEXURE E2: BROADSHEET

The broadsheet is a summary of the number of meals actually served per mealtime per month. The broadsheet, with supporting daily statements attached, must be checked and certified as correct by HO's authorized representative and must be attached to the monthly invoice for payment.

ANNEXURE E3: MONTHLY INVOICE

The monthly invoice is a summary of the number of all meals actually served to meetings and the individual and total cost of all meals served by the contractor, which constitutes the service-provider's monthly claim for services to HO. Before payment can be made, HO's authorized representative must verify that the amount claimed by the service-provider in the broadsheets supporting the invoice is correct and has been certified. When HO's authorized representative is satisfied that the furnished invoice is correct, he/she must certify and hand over the invoice with its supporting documents, to HO accountant for payment.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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EXAMPLE OF DAILY PROVISIONS ISSUED STATEMENT

Head Office

MONTH: _____

WARD: _____

	5:00	8:00-8:30	10:00	12:00-12:30	15:00	16:30-17:00	21:00	Initial	
Diets	Early-morning beverage	Breakfast	Mid-morning snack	Lunch	Mid-afternoon snack	Supper	Late-night snack	Hospital	Contractor
Day 1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
15									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Meals issued									
Cost/item									
Total cost									

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
02 OCTOBER 2026
1) 2)
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	Signed on behalf of Contractor	Designation: _____	Signed on behalf of Head Office	Designation: _____
	Name (print):	Date:	Name (print):	Date:

EXAMPLE OF A BROADSHEET

Head Office

MONTH: _____

WARD: _____

	5:00	8:00-8:30	10:00	12:00-12:30	15:00	16:30-17:00	21:00
Diet/meal each	Early-morning beverage	Breakfast	Mid-morning snack	Lunch	Mid-afternoon snack	Supper	Late-night snack
MENU A High-protein diet							
MENU B Diabetic diet							
MENU C Full fluid diet							
MENU D Clear fluid diet							
MENU E Economical meal							
Total meals & snacks/month							

THE QUANTITIES ABOVE ARE CERTIFIED AS CORRECT

_____	_____
Signed on behalf of the contractor	Signed on behalf of Head Office
Name (print) :	Name (print) :
Designation :	Designation :
Date :	Date :

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
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EXAMPLE OF A MONTHLY INVOICE

Head Office

MONTH: _____

WARD: _____

		5:00	8:00-8:30	10:00	12:00-12:30	15:00	16:30-17:00	21:00	Total cost/month
Diet/meal each		Early-morning beverage	Breakfast	Mid-morning snack	Lunch	Mid-afternoon snack	Supper	Late-night snack	
High-protein diet	Qty.								R.....
	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
Diabetic diet	Qty.								R.....
	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
Full fluid diet	Qty.								R.....
	Cost		R.....	R.....	R.....	R.....	R.....	R.....	
Clear fluid diet	Qty.								R.....
	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
Economical meal	Qty.								R.....
	Cost		R.....		R.....		R.....		
Total meals & snacks/month									

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 02 OCTOBER 2026 1) 2) SIGNED SIGNED	
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OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER CALLED THE "WCDOHW")

AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing
.....as an employer

The Contractor acknowledges that it is an employer in its own right, and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:Policy No.:

The Contractor undertakes to:

Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.

Provide a written Health and Safety Policy applicable to the work performed.

Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.

Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.

ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at..... on the.....day of.....20

Witness

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
02 OCTOBER 2026	
1)	2)
SIGNED	SIGNED

for and on behalf of WCDOHW