

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -23/24- 0003

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF SANITARY PADS TO GIRLS IN QUINTILES 1-3 SCHOOLS, FARM SCHOOLS AND SPECIAL SCHOOLS WITHIN THE BUFFALO CITY METROPOLITAN PROVIDED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments (if any)
1.	Eligibility Requirements: i) Proof that the product complies with SANS 1043-2010 from the manufacturer.				
	ii) The service provider is a South African owned enterprise.				
2.	Compliance Requirements: i) Duly completed and signed bid document including the attached SBD 4 form.				
	ii) In bids where Consortia/Joint Venture are involved, each must submit a copy of business registration certificate.				
	iii) Full completion of the pricing schedule.				

PART A INVITATION TO BID

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

BID NUMBER:	SCMU4-23/24-0003	CLOSING DATE:	11 JULY 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO SUPPLY SANITARY PADS AT BUFFALO CITY METROPOLITAN IN THE PROVINCE OF THE EASTERN CAPE				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (ECBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

SOCIAL DEVELOPMENT

7 ALBERTINA SISULU HOUSE

BEATRICE STREET

KING WILLIAMS TOWN, 5600

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:
☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
	☐	NAME:	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)
-------------------------------	---------------------------------

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	SOCIAL DEPARTMENT
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James
TELEPHONE NUMBER	0436055277 / 0827799347 / 0646082853 / 0786837883
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / noludwe.james@ecdsd.gov.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	Mr N. Ganyile / Mr V. Makhalane
TELEPHONE NUMBER	0798737415 / 0824133978
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	nceba.ganyile@ecdsd.gov.za / vuyisile.makhalane@ecdsd.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: SCMU4-23/24-0003
Closing Time 11:00	Closing date: 11 July 2023

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium 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.

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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

1.7 A tenderer must submit, together with its tender, the a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

9

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
Women owned enterprise	6		
Black owned enterprise	2		
Disabled person ownership	3		
Locality (Buffalo City Metropolitan)	6		
Youth	3		
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

10

One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

ANNEXURE TO DSD 80/20 SBD 6.1 FORM

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date/Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

*Indicate YES or NO

12

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

14

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and 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.

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

24

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

Js General Conditions of Contract (revised July 2010)

29



**Province Of The Eastern
Cape**

Department of Social
Development
Private Bag X 0039 Bhisho
5605
SOUTH AFRICA

BID SPECIFICATION DOCUMENT

**SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF SANITARY PADS TO GIRLS IN
QUINTILES 1-3 SCHOOLS, FARM SCHOOLS AND SPECIAL SCHOOLS WITHIN THE
BUFFALO CITY METROPOLITAN PROVIDED BY THE DEPARTMENT OF SOCIAL
DEVELOPMENT**

1. INVITATION

The Department of Social Development invites suitable suppliers for the bid for the supply and delivery of sanitary pads to girls within Buffalo City Metropolitan.

2. BACKGROUND

Women are the worst impoverished because they had to bear the brunt of engendered social and economic discrimination, alienation, and exploitation. Consequently, majority of women are subjected to economic and social deprivation which had been exacerbated by legacy of colonialism and apartheid. Therefore, it is of great significance that all endeavors to ameliorate the socio-economic conditions of women are geared towards redressing this historically induced discrepancy by ensuring that social and economic opportunities are biased towards women. The Department of Social Development has identified the need to provide indigent girls in quintiles 1-3 schools with sanitary pads:

- Safe, hygienic, protective sanitary products and information on menstrual health management.

3. SCOPE AND CAPACITY

3.1 The successful bidder, will be required to package the supply and delivery of sanitary pads in the following manner:

- 12 packets of Sanitary Pads containing 10 pads each.
- The 12 packets shall be packed in a single Carry Home Pack to be issued to each child.
- The sanitary pads shall be in a new, hygienic, and dry condition
- The total number of targeted learners within Buffalo City Metropolitan is **6 542** and are in Department of Education circuits throughout the District.

3.2 Branding

- The following information should be printed on each packet or on a non-removable sticker to be attached on each packet of 10 pads.
 - The words "**Not for sale**"
 - The logo of the Eastern Cape Department of Social Development. (Specifications of the logo is attached hereto.)
 - Product tested by an accredited SANS laboratory for compliance with SANS 1043: 2010 (Ed 3.00)

3.3 Distribution

- Delivery of the correct quantities to the schools shall be the responsibility of the service providers
- Distribution of packs to beneficiaries shall be the responsibility of the department
- Poor quality goods shall be returned to the service provider and the service provider will be liable for the cost involved

3.4 Capacity of the Service Provider

- 3.4.1 The bidder is required to have the capacity to deliver the sanitary pads to the identified Schools.
- 3.4.2 Functionality evaluation will be conducted to determine the capacity and ability of the service provider to execute the contract. Bidders will be evaluated on the following criteria, details of which are tabulated in Paragraph 7.2 below:
 - 3.4.2.1 Status of the bidder
 - 3.4.2.2 Distribution facilities
 - 3.4.2.3 General Company Experience
 - 3.4.2.4 Experience in sanitary pads project/s
 - 3.4.2.5 Employees
 - 3.4.2.6 Delivery vehicles
 - 3.4.2.7 Bank letter of good standing

NB: Only the evidence scoring the highest points will be accepted per criterion.

Minimum score of **70** must be obtained to proceed further with evaluation.

4. PRICING

- 4.1 Bidders must submit a detailed price schedule in respect of all costs and quote as per the pricing schedule attached hereto.
- 4.2 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 12 months' period to register for VAT. Sanitary pads are zero rated, therefore they should be excluded from VAT during the pricing.
- 4.3 Bidders must ensure that the quotes submitted have no arithmetic errors as Department will not rectify any errors on the quotations received. The quotes should include all activities/services that will be required for the required services as no variations will be accepted unless mutually agreed to by Department and the appointed service provider prior to contract acceptance.
- 4.4 Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorized person. Should it be established after the submission of proposals that the signatory authorizing the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- 4.5 All prices submitted should be typed in black ink or written in pen. No proposals written in pencil will be accepted or evaluated.

5. STANDARD BID REQUIREMENTS

- a) Bid document should be completed in black ink and any use of correction pen (tippex) on the bid document shall nullify the bid. All incomplete bid documents shall not be considered.
- b) Bidders are requested to fully complete the provided Pricing Schedule, any alteration or use of own designed bill of quantity will result in a disqualification.
- c) Bidder must provide prices that are inclusive of transport, packaging and all other relevant costs, where applicable
- d) No alteration, cancellation, omission or addition shall be made to the text or conditions of these documents. Should any unauthorized change be made, the change will not be recognized, but the original document shall apply.
- e) Bidder may withdraw his/her Bid without incurring any liability provided written notice to that effect is received by the Department.
- f) The Department reserves the right to undertake quality assurance of the product.
- g) Only bids submitted by South African owned enterprises will be considered.
- h) To be considered responsive, bidders must submit the following mandatory documents by the closing date and time of the bid. Failure to comply with these mandatory requirements will invalidate the bid:

Duly completed and signed bid document including all the attached ECBD forms.

- SDB 4 as attached
- Proof that the product complies with SANS1043:2010 from the manufacturer. Submit a SABS product Test Report (Mark and attach **Appendix 1**)
- In bids where Consortia/Joint Ventures are involved, each party must submit a copy of a business registration certificate.

The Department reserves the right to approach the relevant authorities to verify the following for each bidder:

- Citizenship status (individuals)
- Company information
- Criminal records (individuals)
- Previous tender and government contract track records (where applicable).
- Government employment status (individuals)
- Company / closed corporation ownership / membership status (individuals)

6. SUBMISSION OF BIDS

- 6.1 All the pages of a bid must be securely bound together with strong non-removable binding materials. The department will not be responsible for any missing pages in the submitted bids.
- 6.2 The documents to be submitted must be filed in the following order:

- ECBD 1
- ECDB 3.1
- ECBD 4
- ECBD 6.1
- ECBD 7.1
- Annexure A
- Annexure B
- Annexure C
- Annexure D
- Annexure E
- Appendix 1: SABS product Test Report
- Appendix 2: Status of the bidder.
- Appendix 3: Distribution facilities
- Appendix 4: General experience
- Appendix 5: Experience in sanitary pads project/s
- Appendix 6: Employees
- Appendix 7: Delivery vehicles
- Appendix 8: Bank letter of good standing
- Appendix 9: Proof of Address
- Appendix 10: Proof of permanent disability

7. EVALUATION CRITERIA

The evaluation of the bids will be done in a four-stage process which is as follows:

- Pre-Qualification,
- Functionality Assessment
- Application of PPPFA points system and
- Risk analysis.

7.1 STAGE 1: Pre-Qualification

7.1.1 Eligibility Requirements

- i) Proof that the product complies with SANS 1043-2010 from the manufacturer.
- ii) The service provider is a South African owned enterprise.

7.1.2 Compliance Requirements

- i) Duly completed and signed bid document including the attached SBD 4 form.
- ii) In bids where Consortia/Joint Venture are involved, each must submit a copy of business registration certificate.
- iii) Full completion of the pricing schedule.

7.2 STAGE 2: FUNCTIONALITY ASSESSMENT

A minimum score of **70** must be obtained in order to proceed to the next stages of evaluation.

Criterion	Description form of evidence required	Score	Max Score
Status of the bidder. (Mark and attach as Appendix 2)	The service provider is a manufacturer (Attach proof of being a manufacturer. If not attached the service provider will be deemed to be a retailer)	15	15
	The service provider is an authorized distributor (Attach proof of being an authorized/accreditation from the manufacturer. If not attached the service provider will be deemed to be a retailer)	10	
	The service provider is a retailer. (Attach proof of being a retailer. If not attached the service provider must have been registered with CIPC prior to the invitation to tender.)	5	
Distribution facilities (Mark and attach as Appendix 3)	Warehouse/s exist and is owned by the bidder (Attach proof of ownership and warehouse size in square meters)	20	20
	Warehouse to be rented (Attach provisional agreement and warehouse size in square meters)	15	
	No proof of warehousing facilities	0	
General Company Experience (Attach a copy of CIPC registration document and mark it as Appendix 4)	The service provider has been in business for at least two years.	15	15
	The service provider has been in business for at least 1 year,	10	
	The service provider has been in business for at least three months before the invitation to bid was published.	5	
Experience in sanitary pads project/s (Mark and attach as Appendix 5)	Proof of having previously supplied sanitary pads to schools in the Eastern Cape Province as part of the Sanitary Dignity Project of Government with a minimum rand value of R 200 000 as a single entity in the last three years. (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and Reference letter confirming completion of delivery of goods/service).	20	20
	Proof of having previously supplied sanitary pads to schools in any of the Provinces in the Republic	15	

	of South Africa as part of the Sanitary Dignity Project of Government with a minimum rand value R 200 000 as a single entity in the last three years (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and Reference letter confirming completion of delivery of goods/service).		
	Proof of having previously supplied sanitary pads to schools in any of the Provinces in the Republic of South Africa as part of the Sanitary Dignity Project of Government with a minimum rand value R 200 000 in a joint venture/partnership with a manufacturer/official distributor in the last three years. (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and Reference letter confirming completion of delivery of goods/service).	10	
	Proof of having previously supplied sanitary pads to schools in any of the Provinces in the Republic of South Africa as part of the Sanitary Dignity Project of Government with a minimum rand value R 200 000 in a joint venture/partnership with another retailer in the last three years. (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and Reference letter confirming completion of delivery of goods/service).	5	
Employees (Provide Names, ID No, Contact No and location for each employee. Mark and attach as Appendix 6)	More than 10 permanent employees based in the Eastern Cape Province	20	20
	Between 5 and 10 permanent Employees based in the Eastern Cape Province.	15	
	Less than 5 permanent employees based in the Eastern Cape Province.	10	
	Temporary employees of any number.	5	
Delivery vehicles (Mark and attach proof as Appendix 7)	Proof of ownership of at least 2 (two) delivery vehicles with a load capacity of not less than 1 ton each. (Provide copies vehicle registration documents either in the name of the enterprise or the bidder director) OR Proof of at least 5 (five) locally sourced distributors. (Attach agreement with the distributors together with copies of vehicle registration documents, ID number of distributor and contact number.)	15	15
	Proof that vehicles with a load capacity of not less than 1 ton will be hired (Provide an agreement/contract from the hiring entity)	10	
	Bank Code A confirmation letter.	10	10

Bank letter of good standing (Mark and attach as Appendix 8)	Bank Code B confirmation letter.	8	
	Bank Code C confirmation letter.	6	
	Bank Code D confirmation letter.	4	

7.3 STAGE 3 PPPFA POINTS SYSTEM

Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals.

MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	6
5.	▪ No franchise (black ownership)	2
6.	▪ Disability	2
7.	▪ Locality (Buffalo City Metropolitan)	6
8.	▪ Youth	4
	TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100

7.3.1 In order to obtain preference points for specific goals, bidders must complete ECBD 6.1.

7.3.2 Locality will be confirmed as follows:

- a. The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the was publication of invitation to bid.
 - b. If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will used as the only address to consider for awarding of locality points.
 - c. A lease agreement where offices are lease together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the incitation to bid was published.
 - d. Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.
 - e. In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more that 30% interests in the JV,
- **Attach proof of address and mark as Appendix 9**

7.3.3 In order to be awarded points for disability, a document confirming permanent disability by the doctor must be submitted together with this bid. Mark and attach as **Appendix 10**

7.4 STAGE 4: RISK ANALYSIS

- 7.4.1 Over and above the functionality assessment, a risk analysis, including price risk analysis, will be carried out and the Department may require a bidder to furnish additional information to test its capacity and ability to execute the contract. Such information may include but not limited to:
 - 7.4.1.1 The bidder's input costs accompanied by a quotation from the manufacturer or distributor (including branding and packaging) and a clear calculation of the delivery costs indicating the number of packs per load, supported by quotations where the delivery vehicles will be outsourced. The calculation of delivery costs should be realistic in terms of timeframes as that has a bearing on the costs.
 - 7.4.1.2 Any other costs, as well as the bidder's mark-up.
- 7.4.2 The department reserves the right not to appoint a bidder even if it has scored the highest points if that bidder failed to fully furnish the such additional information or the additional information indicates that the amount reflected in the pricing schedule is unrealistic. Bidders are to complete Annexure B, C & D.
- 7.4.3 The price risk shall take into consideration the end user estimate, Price index and price sampling.
- 7.4.4 In order to assess financial risk, Annual Financial Statement for the previous year must be submitted together with this bid OR a three-months bank statement of the company obtained/printed on a date after the publication of the invitation to bid in this tender must be submitted together with this tender.
- 7.4.5 The successful bidder must ensure that sufficient insurance is available for the replacement of goods. The successful bidder may be required to submit proof thereof within 14 days of the award.

8. CONDITIONS

8.1 SPECIAL CONDITIONS

The following is the minimum specification requirements for the Sanitary Pads:

8.1.1 General

- (a) Sanitary pads shall have been made in accordance with sound manufacturing practice, and shall be of an acceptable uniform make, shape and finish.
- (b) All sanitary pads shall be free from lumps, oil spots, streaks of dirt, and similar foreign matter that might affect their appearance or impair their serviceability (or both).
- (c) Sanitary pads shall be delivered in a clean and commercially dry condition and shall, when so required, be capable of withstanding sterilization in an autoclave, or shall be individually sterile packed.

8.1.2 Construction

- a) Sanitary pads shall be rectangular in shape (with wings) and shall consist of a filler (which may incorporate a non-absorbent layer) that is completely encased in a cover of a woven gauze or of a non-woven material or of a tubular knitted fabric (with or without a seam).
- b) The cover in all sanitary pads shall be so sealed or secured that it cannot unwrap from the filler during normal handling and use.
- c) If a sanitary towel has a non-absorbent face, this face shall be clearly indicated.

8.1.3 Dimensions of filler components

1. Dimensions & Size Designations	2. Thins	3. Regular
Length	180 to 260	180 to 270
Width (of Filler)	60 to 80	60 to 70

NB: The length of the absorbent component intended to be nearest to the body and excluding any non-absorbent or tissue wrappings.

8.1.4 Table 2 – Type Designation and Filler Composition.

Type designation	Filler composition
COM	A combination of cellulose pulp and cellulose tissue or cotton wool (or both) (or similar material(s))
CP	Cellulose pulp

8.1.5 Performance Requirements.

Sanitary Pads shall comply with requirements in table 3.

Table 3 – Performance Requirements

1. Property	2. Requirement	3. test method sub-clause
Absorbency volume	15 min	5.4
Thins	15 min	
Regular	5 min	
Absorbency rate		5.5
All sizes	10 max	

8.1.6 Sterility

When sterile-packed sanitary pads are required, they shall pass the test for sterility.

8.1.7 Autoclavability (Special conditions (such as high or low pressure or temperature) that can be established for a variety of applications especially an apparatus (as for sterilizing) using steam under high pressure)

- i. When so required, and when tested, sanitary pads shall be able to withstand steam sterilization without showing any appreciable deterioration in handle or appearance.
- ii. Sanitary pads shall be supplied in suitable packages each containing 12 sanitary pads and shall be individually sterile-packed.
- iii. The packages shall be packed in bulk containers that will protect the contents from damage and contamination during normal handling, transportation and storage.
- iv. Only packages bearing the same date of manufacture (or other batch identification) and containing sanitary pads of the same construction, size designation, and type shall be packed together in a bulk container.

8.1.8 Marking and Packaging

The following information shall appear in legible and indelible marking on the of each package in at least English:

- a) The trade name or trademark of the manufacturer (or both);
- b) The words "Sanitary pads;"
- c) The size designation and type, and whether with loops, without loops or with adhesive backing strips;"
- d) The number of sanitary pads in the package.
- e) The date of manufacture or another suitable batch identification; and
- f) The words "Sterile if the wrapper or seal is unbroken", if relevant.

NB: The appointed service provider will be required to submit a sample of the product prior delivery.

8.2 GENERAL CONDITIONS

- a) Bidders who fail to deliver the required goods at a given time, quantity and quality will be given 5 days to rectify the situation before the contract is terminated.
- b) Bidders are advised that goods will be required to be delivered within 14 days of the timeframes in the deliverables after receiving the request.
- c) Bidders must be contactable as and when a need arises.
- d) The department reserves the right to return goods supplied should it be proven that they are of an inferior quality.
- e) Should the supplier continue to provide inferior quality products the Department reserves the right to terminate the contract and the bidder next in line shall be appointed.

- f) The Department is not bound to accept any of the proposals submitted and reserves the right to call for the Best and Final Offers from short listed bidders before final selection.
- g) The department reserves the right to call for interviews with the shortlisted Bidders before final selection.
- h) Bidders must provide a detailed pricing schedule indicating unit prices.
- i) The lowest or any bid will not necessarily be accepted, and the department reserves the right to accept the whole or part of any bid.
- j) The department reserves the right to cancel this bid or any portion thereof.
- k) The department reserves the right to award the whole contract or part thereof.
- l) The Department may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it;
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- n) 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 legislation or special conditions of contract.
- o) Bids submitted through facsimile or e-mails will not be accepted.
- p) No bids will be considered if submitted after the closing time.
- q) The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- r) The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.
- s) The Department reserves the right not to award a contract to a bidder with two (2) or more similar contracts within the Department.

9 CONSORTIUM / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

- 9.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the

only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium;

9.2 All parties must be registered on the Central Supplier Database (CSD).

10 DISCLAIMER

10.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

10.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).



MR M. MACHEMBA
HEAD OF DEPARTMENT

04/06/2023

DATE

ANNEXURE A: PRICING SCHEDULE

PART 1	
Description	Price
Price per pack of 10 pads	R
Branding per pack (Containing 10 pads)	R

PART 2	
Description	Price
Packing costs per box (Carry Home Pack)	R
Delivery costs per box (Carry Home Pack)	R
Other costs per box (Specify)	
.....	R.....
.....	R.....
.....	R.....
Sub Total	R.....
Total price per box of 12 packs (Carry Home Pack)	R.....
No. of learners	6 542
Price Tendered	R
VAT (If Applicable)	R
Total Tendered Price	R

ANNEXURE B: ADDITIONAL PARTICULARS OF THE BIDDER

Attach copies of letters of award/purchase orders and a confirmation of completion for each project/award.

1. Particulars of commitments on which the bidder is currently engaged in (non-governmental)				
Project	Place/organisation	Contract Sum	Start date	Expected completion date

44

2. Particulars of commitments on which the bidder is currently engaged in for Government				
Project	Place/organisation	Contract Sum	Start date	Expected completion date

3. Completed government project in the last three years (including state owned enterprises)			
Project	Place/organisation	Contract Sum	Completion date

46



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Albertina Sisulu House, Beatrice Street, King William's Town – Private Bag X0039 – Bhisho – 5605 – REPUBLIC OF SOUTH AFRICA
Tel: +27 (0)43 642 2800- Email address: veliswa.matha@ecdsd.gov.za Website: www.socdev.ecprov.gov.za

ANNEXURE C – CONFIRMATION OF SERVICES RENDERED

(To be completed for each project competed)

Name of Department/Organisation.....

Address

.....

.....

Project Reference number.....

Project name.....

.....

.....

Date awarded.....

Contract Sum.....

Duration in months

Start date.....Completion date.....

Service provider performance	YES / NO
Did the service provider complete the job within the allocated time frames?	

Name of person confirming the services rendered.....

.....

Position in the organisation.....

Contact numbers (Work).....Mobile.....

Alternative Contact number.....

Email address.....

I hereby declare that to the best of my knowledge the above information is true and correct. I can be contacted to confirm the information supplied herein.

Signature..... Date.....

NB: Only three telephone attempts over three days and if all are unsuccessful, this form shall be disregarded.

An email sent to the email address provided herein shall be deemed to have been received on the day it was sent and if no confirmation has been received three days after the email has been sent, this form shall be disregarded.

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Albertina Sisulu House, Beatrice Street, King William's Town – Private Bag X0039 – Bhisho – 5605 – REPUBLIC OF SOUTH AFRICA
Tel: +27 (0)43 642 2800- Email address: veliswa.matha@ecdsd.gov.za Website: www.socdev.ecprov.gov.za

ANNEXURE D – CONFIRMATION OF PRODUCTION CAPACITY

NAME OF MANUFACTURER:

ADDRESS

.....

.....

LOCATION OF MANUFACTURING FACILITY (Address)

.....

.....

.....

NUMBER OF SANITARY PADS THAT CAN BE PRODUCED

PER WEEK.....

PER MONTH.....

REQUIRED TIME TO MANUFACTURE, BRAND AND PACKAGE 6 542 PACKETS OF SANITARY PADS.....

SIGNED ON THIS.....**DAY OF**.....**2023**

AT.....

INITIAL AND SURNAME.....

CAPACITY/POSITION.....

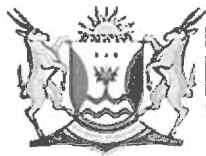
CONTACT NUMBER: WORK.....

CONTACT NUMBER: MOBILE.....

EMAIL ADDRESS.....

SIGNATURE.....**DATE**.....

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Albertina Sisulu House, Beatrice Street, King William's Town – Private Bag X0039 – Bhisho – 5605 – REPUBLIC OF SOUTH AFRICA

Tel: +27 (0)43 642 2800- Email address: veliswa.matha@ecdscd.gov.za Website: www.socdev.ecprov.gov.za

ANNEXURE: E

SANITARY DIGNITY SPECIFICATION 2023/24

DISTRIBUTION PLAN TEMPLATE

DISTRICT NAME	
TOTAL NUMBER OF SANITARY PACKS	
NUMBER OF WAREHOUSES	
NUMBER OF PERSONNEL	
NUMBER OF VEHICLES	
TOTAL COST	
NUMBER OF JOB OPPORTUNITIES TO BE CREATED	

NAME OF SCHOOL	SCHOOL ADDRESS	NUMBER OF PACKS PER SCHOOL	DATE OF DISTRIBUTION

NB: This template serves as a guide for the bidders to draft their distribution plans in the above format.

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN

ANNEXURE F: LIST OF SCHOOLS AND ADDRESSES

No	Name of School	Address	District	Gr12
01	ALPHENDALE SENIOR SECONDARY SCHOOL	37 ALPHEN ROAD, BUFFALO FLATS, EAST LONDON, 5200	BUFFALO CITY	99
02	ARCHIE VELILE SENIOR SECONDARY SCHOOL	2643 TEMBISA EXTENSION, DIMBAZA, 5671	BUFFALO CITY	104
03	B KAT SENIOR SECONDARY SCHOOL	ZINYOKA LOCATION, BOX 1387, KING WILLIAMSTOWN, 5600	BUFFALO CITY	32
04	BISHO HIGH SCHOOL	2 MAIN STREET 5606 BHISHO	BUFFALO CITY	65
05	BREIDBACH SECONDARY SCHOOL	PROTEA DRIVE, BREIDBACH, KING WILLIAM'S TOWN, 5601	BUFFALO CITY	130
06	BUCHULE TECHNICAL HIGH SCHOOL	MFAXA STREET, N.U. 1, MDANTSANE EAST LONDON, 5252	BUFFALO CITY	100
07	CHARLES MORGAN PUBLIC SCHOOL	BIKO STREET, GINSBERG TOWNSHIP, KING WMS TOWN, 5600	BUFFALO CITY	96
08	DAVID MAMA SENIOR SECONDARY SCHOOL	17 PHASE 1, SCENERY PARK, EAST LONDON, 5200	BUFFALO CITY	58
09	DIMBAZA CENTRAL SECONDARY SCHOOL	THEMBISA TOWNSHIP, DIMBAZA, 5671	BUFFALO CITY	60
10	EBENEZER MAJOMBOZI HIGH SCHOOL	DOUGLAS SMITH HIGHWAY, DUNCAN VILLAGE, EAST LONDON, 5219	BUFFALO CITY	48
11	ENOCH SONTONGA SENIOR SECONDARY SCHOOL	MASIJONGANE SECTION, NDEVANA LOCATION, NDEVANA, 5608	BUFFALO CITY	60
12	ERIC MNTONGA HIGH SCHOOL	2751 NU 12, MDANTSANE, 5219	BUFFALO CITY	100
13	FORBES GRANT SENIOR SECONDARY SCHOOL	5144 WODEHOUSE, GINSBERG, KWT, 5601	BUFFALO CITY	100
14	FUNIWE SENIOR SECONDARY SCHOOL	NOSANTI LOCATION, KIDDS BEACH, 5600	BUFFALO CITY	60
15	GASELA HIGH SCHOOL	MXAXO LOCATION, PO.BOX 218, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	52
16	HECTOR PETERSEN HIGH SCHOOL	958 ZONE 4, ZWELITSHA, KING WILLIAM'S TOWN, 5608	BUFFALO CITY	100
17	HLOKOMA SENIOR SECONDARY SCHOOL	9647 ZONE 4, MDANTSANE, 5219	BUFFALO CITY	80
18	HOGO SENIOR SECONDARY SCHOOL	MNGQESHA LOCATION, DIMBAZA, DIMBAZA, 5671	BUFFALO CITY	100
19	IMIQHAYI SENIOR SECONDARY SCHOOL	IMIQHAYI S.S.S, MOUNT COKE VILLAGE, ZWELITSHA, 5600	BUFFALO CITY	44
20	JIM MVABAZA SENIOR SECONDARY SCHOOL	TWECU LOCATION, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	71
21	JOHN BISSEKER SENIOR SECONDARY SCHOOL	KOSMOS STREET, PARKSIDE, EAST LONDON 5209, 5220	BUFFALO CITY	67
22	JONGILANGA HIGH SCHOOL	JONGILANGA LOCATION, KWELERHA, EAST LONDON, 5200	BUFFALO CITY	57
23	JONGUHLANGA PUBLIC SECONDARY SCHOOL	VILLAGE 1, NCERA, KIDDS BEACH, 5264	BUFFALO CITY	23
24	KHULANI COMMERCIAL HIGH SCHOOL	9692 BOMELA STREET, MDANTSANE, 5219	BUFFALO CITY	100
25	KUSILE COMPREHENSIVE SCHOOL	MSIMANG STREET, DUNCAN VILLAGE, EAST LONDON, 5216	BUFFALO CITY	22
26	KUYASA SENIOR SECONDARY SCHOOL	1216 MAIN STREET, DIMBAZA, 5671	BUFFALO CITY	74
27	KWENXURA SENIOR SECONDARY SCHOOL	NGXINGXOLO LOCATION, EAST LONDON, MOOPLAAS, 5288	BUFFALO CITY	100
28	LINGELETHU SENIOR SECONDARY SCHOOL	PHUMLANI LOCATION, NEEDS CAMP, EAST LONDON, 5200	BUFFALO CITY	39
29	LOYISO SENIOR SECONDARY SCHOOL	1477 N.U. 14, MDANTSANE, 5219	BUFFALO CITY	51
30	LUMKO HIGH SCHOOL	33 BIYANA DRIVE, GOMPO TOWN, EAST LONDON, 5201	BUFFALO CITY	100
31	MASIXOLE HIGH SCHOOL	P.O BOX 1356, MDANTSANE, EAST LONDON, 5225	BUFFALO CITY	100
32	MBULELO BENEKANE SECONDARY SCHOOL	RAMNYIBA LOCATION, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	90
33	J F MATI SENIOR SECONDARY SCHOOL	793 N.U 9, MDANTSANE, EAST LONDON, 5225	BUFFALO CITY	43
34	MGCAWEZULU SENIOR SECONDARY SCHOOL	TSHATSHU LOCATION, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	100
35	MIZAMO HIGH SCHOOL	TO BE UPDATED	BUFFALO CITY	48
36	MOSES MABHIDA HIGH SCHOOL	Q806, NU 16 MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	100
37	MPUMELELO SENIOR SECONDARY SCHOOL	MPUMELELO SSS, NDEVANA, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	100
38	MZAMOWETHU PUBLIC SCHOOL	MZAMOMHLE TOWNSHIP, GONUBIE, 5256	BUFFALO CITY	66
39	MZOKHANYO HIGH SCHOOL	MAKATALA DRIVE, GOMPO TOWN, EAST LONDON, 5209	BUFFALO CITY	16
40	MZOMHLE SENIOR SECONDARY SCHOOL	2004 NU1, MDANTSANE, 5219	BUFFALO CITY	81
41	MZONTSUNDU SENIOR SECONDARY SCHOOL	MZONTSUNDU VILLAGE, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	75
42	NGWENYATHI PUBLIC SCHOOL	11603 GWIQI LOCATION, NEWLANDS, EAST LONDON, 5201	BUFFALO CITY	142

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN

43	NJONGOZABANTU SENIOR SECONDARY SCHOOL	MXHALANGA LOCATION, IZELE, MXHALANGA, 5600	BUFFALO CITY	49
44	NOMPENDULO HIGH SCHOOL	ZONE 10, ZWELITSHA, 5608	BUFFALO CITY	50
45	NONCEBA SENIOR SECONDARY SCHOOL	NONCEBA SENIOR SEC. SCHOOL, ZONE 8, ZWELITSHA, 5608	BUFFALO CITY	50
46	NONCEDO COMBINED SCHOOL	THORNPARK, BEACON BAY, EAST LONDON, 5200	BUFFALO CITY	44
47	NOSIZWE HIGH SCHOOL	PHAKAMISA, PHAKAMISA, KING WILLIAMS TOWN, 5620	BUFFALO CITY	69
48	NOWAWE HIGH SCHOOL	BLOCK 2, TSHABO LOCATION, BERLIN, 5660	BUFFALO CITY	100
49	NTSONKOTA SECONDARY SCHOOL	NXARHUNI LOCATION, NEWLANDS, EAST LONDON, 5200	BUFFALO CITY	56
50	NYAMEKO HIGH SCHOOL	NYAMEKO HIGH, NU 8 4558, MDANTSANE, 5219	BUFFALO CITY	100
51	PHILEMON NGCELWANE HIGH SCHOOL	SITE NO 242, NU9, MDANTSANE, 5219	BUFFALO CITY	36
52	PHILLIP MTYWAKU SENIOR SECONDARY SCHOOL	ESIXEKWENI, PEELTON LOCATION, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	24
53	QAQAMBA PUBLIC SCHOOL	BENGU STREET, DUNCAN VILLAGE, EAST LONDON, 5209	BUFFALO CITY	29
54	QHASANA SENIOR SECONDARY SCHOOL	POTSDAM LOCATION, MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	31
55	RICHARD VARHA SENIOR SECONDARY SCHOOL	3569 THEMBISA LOCATION, DIMBAZA, DIMBAZA, 5671	BUFFALO CITY	134
56	S E K MQHAYI HIGH SCHOOL	940 NU 1, MDANTSANE, 5219	BUFFALO CITY	93
57	SAKHISIZWE SENIOR SECONDARY SCHOOL	791 NU 13, MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	100
58	SANDISIWE SECONDARY SCHOOL	NU 747, NU 14, MDANTSANE, 5219, 5219	BUFFALO CITY	58
59	SIKHULULE SECONDARY SCHOOL	2011 N.U.1, MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	100
60	SILIMELA SENIOR SECONDARY SCHOOL	MABALENI LOCATION, MNCOTSHO, BERLIN, 5660	BUFFALO CITY	75
61	SIMZAMILE SENIOR SECONDARY SCHOOL	NDEVANA, KING WILLIAMS TOWN, 5600	BUFFALO CITY	61
62	SINETHEMBA HIGH SCHOOL	9618 NO, MDANTSANE, 5219	BUFFALO CITY	70
63	SINIWIWE HIGH SCHOOL	2859 NU 7, MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	36
64	SINOVUYO SECONDARY SCHOOL	SINOVUYO S.S.S, 5247	BUFFALO CITY	84
65	SOLOMON MAHLANGU HIGH SCHOOL	885 NU13, MDANTSANE, 5219	BUFFALO CITY	76
66	THEMBALABANTU HIGH SCHOOL	ZONE 6, ZWELITSHA, 5608	BUFFALO CITY	74
67	THEMBALESIZWE SECONDARY SCHOOL	THEMBALESIZWE SSS, ILITHA, 5606	BUFFALO CITY	50
68	TOISE SENIOR SECONDARY SCHOOL	NONKCAMPA VILLAGE, KING WILLIAMS TOWN, 5600	BUFFALO CITY	61
69	TSHOLOMNQA HIGH SCHOOL	MPONGO LOCATION, TSHOLOMNQA, EAST LONDON, 5201	BUFFALO CITY	43
70	ULWAZI SECONDARY SCHOOL	NU 2 MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	100
71	UMTIZA HIGH SCHOOL	SANTA SETTLEMENT, WEST BANK, EAST LONDON, 5208	BUFFALO CITY	57
72	UVIWE SENIOR SECONDARY SCHOOL	35811 PHASE 1, SCENERY PARK, EAST LONDON, 5252	BUFFALO CITY	36
73	VUKUHAMBE SPECIAL SCHOOL	2116 N.U.9, MDANTSANE, EAST LONDON, 5219	BUFFALO CITY	100
74	VULAMAZIBUKO HIGH SCHOOL	1409 N.U.6, MDANTSANE, 5219	BUFFALO CITY	25
75	WONGALETHU HIGH SCHOOL	5107 NU 2, MDANTSANE, 5219	BUFFALO CITY	66
76	XOLANI SENIOR SECONDARY SCHOOL	Ilitha Township, Ilitha, Berlin East London, 5606	BUFFALO CITY	67
77	Z K MATTHEWS SENIOR SECONDARY SCHOOL	BALASI LOCATION, BISHO, 5605	BUFFALO CITY	100
78	ZAMEKA SECONDARY SCHOOL	TYUTYU LOCATION, BISHO, 5600	BUFFALO CITY	79
79	ZANEMPUCUKO SENIOR SECONDARY SCHOOL	, ILITHA TOWNSHIP, KING WILLIAM'S TOWN, 5606	BUFFALO CITY	100
80	ZINZANI HIGH SCHOOL	357 NU 5B, MDANTSANE, 5219	BUFFALO CITY	100
81	ZUKHANYE SENIOR SECONDARY SCHOOL	MZANTSI LOCATION, KING WILLIAM'S TOWN, 5600	BUFFALO CITY	37
82	ZWELIYANDILA HIGH SCHOOL	OPPENSHAW VILLAGE, TSHOLOMNQA, EAST LONDON, 5200	BUFFALO CITY	100
83	DUMALISILE SENIOR SECONDARY SCHOOL	NOMGWADLA VILLAGE, KING WILLIAMS TOWN, 5600	BUFFALO CITY	62
84	INKWENKWEZI HIGH SCHOOL	1935 N.U. 6, MDANTSANE, 5219	BUFFALO CITY	38
85	QHAMANI SECONDARY SCHOOL	NCERA VILLAGE 7, KIDDS BEACH, EAST LONDON, 5200	BUFFALO CITY	95
86	GOOD HOPE SENIOR SECONDARY SCHOOL	VILLAGE 8, GOODHOPE, EAST LONDON, 5200	BUFFALO CITY	70
87	IQONCE SECONDARY SCHOOL	NO 1 VICTORIA STREET, KWT, KING WILLIAMS TOWN, 5600	BUFFALO CITY	56
88	SAKHIKAMVA HIGH SCHOOL	25 BONZA BAY ROAD, BEACON BAY, EAST LONDON, 5241	BUFFALO CITY	47

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN

89	UNATHI SENIOR SECONDARY SCHOOL	TALENI ROAD, CAMBRIDGE LOCATION, EAST LONDON, 5247	BUFFALO CITY	88
90	BHONGOLETHU SECONDARY SCHOOL	TUBA LOCATION, KWELEGHA, EAST LONDON, 5022	BUFFALO CITY	27
91	SOPHATISANA SECONDARY SCHOOL	11 HUTCHINSON RD, REESTON, EAST LONDON, 5247	BUFFALO CITY	45
92	ST PATRICKS SPECIAL SCHOOL	2 STRAND STREET, GINSBERG	BUFFALO CITY	41
93	FUNDISA SPECIAL SCHOOL	SWEETWATERS	BUFFALO CITY	100
				6542

SPECIFICATION FOR ONCE-OFF SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS – BUFFALO CITY METROPOLITAN