



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Albertina Sisulu House, Beatrice Street, King Williams Town – Private Bag X0039 – Bisho – 5605 – REPUBLIC OF SOUTH AFRICA
Tel: 043 642 2800 Email address: noludwe.james@ecdsd.gov.za

ADVERTISEMENT
SCMU4 – 25/26 – 0003

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 DISTRICTS PROVIDED BY THE SOCIAL DEPARTMENT OF SOCIAL DEVELOPMENT.

Issued by:

Province of the Eastern Cape

Department of Social Development

Contact Person:

Ms. N. James / Ms. V. Matha / Mr. M. Vukubi
(Tel: 078 683 7883 / 064 608 2853 / 082 779 9347)
(For completion of document)

Mr. V. Makhalane
Tel: 082 413 3978
(For specification related enquiries)

Private Bag X0039
Bisho
5605

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA _____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 31 JULY 2025 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT ALBERTINA SISULU, 7 BEATRICE STREET, KING WILLIAMS TOWN

Closing Date: 31 July 2025

Closing Time: 11H00

SCMU4-25/26-0003

Building a Caring Society. Together

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -25/26- 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 DISTRICTS 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 1043-2021 or latest from the manufacturer (SABS Product Test Report).				
2.	Compliance Requirements: i) Duly completed and signed bid document including SBD forms and appendices. a. SBD 1 b. SBD 4 c. Annexure A – District Selection				
	ii) In bids where Consortia/Joint Venture are involved, each must submit a copy of business registration certificate and Joint Venture agreement.				
	iii) Full completion of the pricing schedule.				

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOCIAL DEVELOPMENT)					
BID NUMBER:	SCMU4-25/26-0003	CLOSING DATE:	31 JULY 2025	CLOSING TIME:	11H00
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 DISTRICTS PROVIDED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SOCIAL DEVELOPMENT					
ALBERTINA SISULU HOUSE					
7 BEATRICE STREET					
KING WILLIAMS TOWN, 5600					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James		CONTACT PERSON	Mr. V. Makhalane	
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883		TELEPHONE NUMBER	0824133978	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>mpendulo.vukubi@ecdsd.gov.za</u> / <u>veliswa.matha@ecdsd.gov.za</u> / <u>noludwe.james@ecdsd.gov.za</u>		E-MAIL ADDRESS	<u>vuyisile.makhalane@ecdsd.gov.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

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

DATE:

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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: SCMU4-25/26-0003

Closing Time 11:00

Closing date: 31 JULY 2025

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)
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- 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

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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.
- 3.5 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

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.

contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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- 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.

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) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“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:

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest 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 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender (women ownership)	3		
No franchise (black ownership)	1		
Disability	1		
Locality (As per paragraph 7.3.2 of this bid document)	3		
Youth	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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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:	
	
	
	

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CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - 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 services 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 fulfilment 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:

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CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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

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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



**Province Of The Eastern
Cape**

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

BID SPECIFICATION DOCUMENT

**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF SANITARY PADS TO GIRLS IN
QUINTILES 1-3 SCHOOLS, FARM SCHOOLS AND SPECIAL SCHOOLS WITHIN THE
EDUCATION DISTRICTS IN THE EASTERN CAPE PROVINCE**

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

1. INVITATION

The Department of Social Development invites suitable suppliers for the bid for the supply and delivery of sanitary pads to girls – learners in the Department of Education Districts of Alfred Nzo East, Alfred Nzo West, Amathole East, Amathole West, Buffalo City Metro, Chris Hani East, Chris Hani West, Joe Gqabi, Nelson Mandela Metro, OR Tambo Coastal, OR Tambo Inland and Sarah Baartman for a period of three years (see Annexure C).

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, Special Schools and Farm Schools with sanitary pads:

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

3. SCOPE AND CAPACITY

3.1 The successful bidders, will be required to package, supply and deliver Sanitary Dignity Pads in the following manner:

- a) 12 packets containing 10 sanitary pads each.
- b) The 12 packets shall be wrapped in a sealed single transparent pack to be issued to each child.
- c) The sealed transparent pack should be packaged in a non-transparent and open Carry Home Bag (Carry Home Pack) such that it is easy for the learner to carry.
- d) The sanitary pads shall be in a new, hygienic, and dry condition.

3.2 Branding

- The following information must 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.)

3.3 Distribution

- Delivery points will be schools.
- Delivery will be made once every year.
- 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 for replacement and the service provider will be liable for the cost involved.
- The department will determine the number of pads to be delivered to each school every year and the list and quantities shall be communicated to the service provider.

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

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

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

4. PRICING

- 4.1 Bidders shall provide a price per Carry Home Pack. A carry home pack contains 12 packets of Sanitary Pads, branded and packaged for ease of carrying home.
- 4.3 Pricing should be indicated for each district the bidder is bidding for. No reference to pricing in other districts will be considered.
- 4.4 The calculation of price and price points will be based on the total cost per Carry Home Pack for three years combined.
- 4.5 The unit price shall be deemed to be inclusive of all costs like manufacturing, branding, packaging, warehousing, distribution, overheads, profit, etc.
- 4.6 The accepted bid price for each year shall be used to determine the number and location of learners who will be issued with the Carry Home Pack.
- 4.7 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 an annual turnover exceeding R1,000,000.00 in a 12 months' period to register for VAT. Sanitary pads are zero rated, therefore they should be excluded from VAT in the pricing.
- 4.8 Bidders must ensure that the quotes submitted have no errors, including arithmetic errors in their pricing as the Department will not rectify any errors on the quotations received. The quotes must 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.
- 4.9 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.
- 4.10 All prices submitted should be typed in black ink or written in indelible ink (non-erasable). 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 non-compliant 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) 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.
- d) Bidder may withdraw his/her Bid without incurring any liability provided written notice to that effect is received by the Department.
- e) The Department reserves the right to undertake quality assurance of the product through the SABS, the cost of which will be borne by the appointed bidder.
- f) 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 the following SBD forms.

- SBD 1
 - SBD 4
 - Proof that the product complies with SANS1043:2021 or latest from the manufacturer. The required proof is a Product Test Report issued by the South African Bureau of Standards (SABS) (Mark and attach **Appendix 1**)
 - In bids where Consortia/Joint Ventures are involved, each party must submit a copy of a business registration certificate and Joint Venture agreement.
- g) The Department reserves the right to approach the relevant authorities to verify validity 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:

- SBD 1
- SBD 3.1

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

- SBD 4
- SBD 6.1
- SBD 7.1
- Annexure A – District Selection
- Annexure B - Pricing Schedule
- Annexure C - Confirmation of services rendered
- 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 (Bank Rating)
- Appendix 9: Proof of Address
- Appendix 10: Proof of permanent disability, if applicable.

7. EVALUATION CRITERIA

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

- Pre-Qualification,
- Functionality Assessment
- Application of PPPFA points system

7.1 STAGE 1: Pre-Qualification

7.1.1 Eligibility Requirements

- i) Proof that the product complies with SANS 1043-2021 or latest from the manufacturer (SABS Product Test Report).

7.1.2 Compliance Requirements

- i) Duly completed and signed bid document including SBD forms and appendices.
 - a. SBD 1
 - b. SBD 4
 - c. Annexure A – District Selection
- ii) In bids where Consortia/Joint Venture are involved, each must submit a copy of business registration certificate and Joint Venture agreement.
- iii) Full completion of the pricing schedule.

7.2 STAGE 2: FUNCTIONALITY ASSESSMENT

A minimum score of **70 points** 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 a copy of the SANS1043:2021 or latest report with the name of the bidder and details of the manufacturing plant physical address. If not attached the service provider will be deemed to be a retailer)	15	15
	The service provider is an authorized distributor (Attach proof that the bidder is an authorized distributor/accreditation from the manufacturer. If not attached the service provider will be deemed to be a retailer)	10	
	The service provider is a retailer. The service provider must have been registered with CIPC prior to the invitation to tender. (Attach a copy of the CIPC registration certificate)	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 and may be subject to in-loco inspection. For rural areas, attach a confirmation letter from local authority (Chief, Ward Councillor) or Affidavit). NB- Warehousing facilities must be located within the district for the bidder is submitting a bid.	20	20
	Warehouse to be rented within the district for the bid is submitted (Attach provisional lease agreement / confirmation letter from the landlord that the warehouse will be made available to the bidder 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	
	The service provider has been in business for less than three months.	0	
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 500 000 as a single entity in the last four years.	20	20

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	(Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and a matching/corresponding 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 500 000 as a single entity in the last four years (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and a matching/corresponding reference letter confirming completion of delivery of goods/service.	15	
	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 or any other residential facility with a minimum rand value R 500 000 in a joint venture/partnership with a manufacturer/official distributor in the last four years. (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and a matching/corresponding 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 or any other residential facility with a minimum rand value R 500 000 in a joint venture/partnership with another retailer in the last four years. (Submit documentary evidence in support thereof Government purchase order/SLA/Close-out Report and a matching/corresponding reference letter confirming completion of delivery of goods/service.	5	
Permanent Employees (Provide Names, ID No, Contact No and address of employment, for each employee. Mark and attach as Appendix 6)	More than 10 permanent employees based in the Eastern Cape Province.	15	15
	From 5 to 10 permanent Employees based in the Eastern Cape Province.	10	
	Less than 5 permanent employees based in the Eastern Cape Province.	5	
	No employees based in the Eastern Cape Province	0	
Delivery vehicles	Proof of ownership of at least 2 (two) delivery vehicles with a load capacity of not less than 1 ton each.	15	15

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(Mark and attach proof as Appendix 7)	(Provide copies of 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.)		10
	Proof that a minimum of 2 (two) vehicles with a load capacity of not less than 1 ton will be hired from a registered vehicle/bakkie/truck hiring entity/ courier company (Provide an agreement/contract/confirmation letter from the hiring entity)		
Bank letter of good standing with a value of at least R 1 million (R1 000 000) (Mark and attach as Appendix 8)	Bank Code A confirmation letter.	10	10
	Bank Code B confirmation letter.	8	
	Bank Code C confirmation letter.	6	
	Bank Code D confirmation letter.	4	
		Total	110

7.3 STAGE 3 PPPFA POINTS SYSTEM

Bid proposals will be evaluated in accordance with the 90/10-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 as per the Department's Preferential Procurement Policy.

MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	Price	90
2.	Specific Goals	10
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	3
5.	▪ No franchise (black ownership)	1
6.	▪ Disability	1
7.	▪ Locality (As per paragraph 7.3.2 below)	3
8.	▪ Youth	2
TOTAL POINTS FOR PRICE & SPECIFIC GOALS		100

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

7.3.2 Points for locality will be awarded per District for which the bid is submitted and locality will be confirmed as follows:

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- 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 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 be used as the only address to consider for awarding of locality points,*
- c. *In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV. In the event that all parties to a joint venture have less than 50% each, no locality preference points will be awarded unless all parties have their preferred address located in the district for which locality points are claimed.*
- d. *Therefore, locality points will be awarded in respect of ONLY one district municipality as per the preferred address on CSD or CIPC as indicated above. (e.g. locality points will be awarded for Amathole District irrespective of whether the bidder is located in Amathole East or Amathole West.*

(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 from a registered medical doctor must be submitted together with this bid. (Mark and attach as Appendix 10)*
- 7.3.4 *In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.*

8. CONDITIONS

8.1 AWARD CONDITIONS

- 8.1.1 Bidders must complete Annexure A indicating which districts they are bidding for (Part 1).
- 8.1.2 Bidder must rank the districts in order of preference in Annexure A (Part 2). The order of preference will be strictly adhered to irrespective of the value of the contract.
- 8.1.3 While bidders may bid for all the districts, no bidder will be awarded more than 2 (two) districts unless there is no other responsive bidder in a particular district.
- 8.1.4 Should two districts be awarded to a single bidder, that bidder will be declared non-responsive in the remaining districts and will therefore be eliminated from the competition.
 - 8.1.4.1 If in a particular district a bidder that scored highest points has already been awarded 2 (two) districts, the bidder with the next highest points will be awarded provided the price difference between the "eliminate" highest points scorer and the bidder under consideration is not more the 25%.
 - 8.1.4.2 If there is no other responsive bidder in a particular district, a bidder already awarded 2 (two) districts may be awarded additional district/s provided that the bidder had selected the district/s.
- 8.1.5 A bidder may, at the sole discretion of the Department and at any stage during the operating period of the contract, be required to deliver Sanitary Pads in another district (close to the awarded district/s) whether that district was selected or not. Should the Department invoke this provision, the price tendered in the awarded district/s shall be the price to be paid unless agreed otherwise between the parties to the contract.
- 8.1.6 Should a need arise to procure small quantities or to have minor essential services executed if an emergency arises and the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available, the department may outside of the contract.

8.1.7 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points and the Department reserves the right not to make an award to any bidder.

9 GENERAL CONDITIONS

- a) Bidders who fail to deliver the required goods at a given time, quantity and quality will be given 7 days to rectify the situation before the contract is terminated.
- b) Bidders are advised that goods will be required to be delivered within 30 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.
- f) The Department is not bound to accept any of the proposals submitted and reserves the right to:
 - i. Call for the Best and Final Offers from short listed bidders before final selection
 - ii. Call for interviews with the shortlisted Bidders before final selection.
 - iii. 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;
- g) 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.
- h) The department reserves the right to cancel this bid or any portion thereof.
- i) The department reserves the right to award the whole contract or part thereof.
- j) This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022 Departmental Preferential Procurement Policy, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special conditions of contract.
- k) Bids submitted through facsimile or e-mails will not be accepted.
- l) No bids will be considered if submitted after the closing time.
- m) 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.

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- n) The successful bidder may be required to submit a fully branded and packaged sample before the actual delivery. Should this not be submitted at the stipulated place, date and time, the bidder may be deemed to have declined the award and the award may be deemed to have been withdrawn.
- o) The department may randomly collect samples at any given point. Should the result of the samples not meet the conditions that were set out in the contract then contract penalties will apply.

10 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: -

- 11.1 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;
- 11.2 All parties must be registered on the Central Supplier Database (CSD) and comply with all documentary requirements.

12 DISCLAIMER

- 12.1 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.
- 12.2 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

30/06/2025
DATE

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE A: DISTRICT SELECTION

NB: Please indicate if the bidder is bidding for the district. If not indicated it will be deemed as a NO.

PART 1 (Select Districts Bidding for)		Yes	No
No	Name of Education District		
1	ALFRED NZO EAST		
2	ALFRED NZO WEST		
3	AMATHOLE EAST		
4	AMATHOLE WEST		
5	BUFFALO CITY		
6	CHRIS HANI EAST		
7	CHRIS HANI WEST		
8	JOE GQABI		
9	NELSON MANDELA		
10	OR TAMBO COASTAL		
11	OR TAMBO INLAND		
12	SARAH BAARTMAN		

Part 2	
For the district selected in Part 1 above, rank in order of preference	
NO	Education District Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

Part 3	
Indicate the district municipality for which locality points are claimed (Also complete SBD 6.1 (Please read carefully clause 7.3.2(d))	
NO	District municipality where the bidder is located (One Only)
1	

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B1 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
ALFRED NZO EAST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B2 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
ALFRED NZO WEST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B3 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
e.g. Ugu District	R250,00	R275,00	R277,50	R802,50
AMATHOLE EAST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B4 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
AMATHOLE WEST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B5 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
BUFFALO CITY	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B6 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
CHRIS HANI EAST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B7 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
CHRIS HANI WEST	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B8 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
JOE GQABI	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B9 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
NELSON MANDELA	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B10 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
OR TAMBO COASTAL	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B11 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
e.g. Ugu District	R250,00	R275,00	R277,50	R802,50
OR TAMBO INLAND	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE B12 - PRICING SCHEDULE

NB: Before completing the schedule below, please read carefully clauses 4.2 and 4.5 herein.

Education District	Year 1	Year 2	Year 3	Total
<i>e.g. Ugu District</i>	<i>R250,00</i>	<i>R275,00</i>	<i>R277,50</i>	<i>R802,50</i>
SARAH BAARTMAN	R	R	R	R

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

ANNEXURE C – DEPARTMENT OF EDUCATION (DOE) CLUSTERING

DoE CLUSTER A CMC

No	District	CMC	CMC Names
1.	Alfred Nzo East	02	Bizana Inland Bizana Coastal
2.	Alfred Nzo West	06	Maluti Matatiela Mt Ayliff Ntabankulu Mt Frere 1 Mt Frere 2
3.	OR Tambo Inland	05	Mqanduli Mthatha Central Qumbu Tsolo Mthatha West
4.	OR Tambo Coastal	05	Port St Johns Libode Nggeleni Lusikisiki Flagstaff
5.	Joe Gqabi	04	Sterkspruit Maletswai Ugie/Maclear Mt Fletcher
6.	Chris Hani East	04	Tsomo Cofimvaba Ngcobo Sakhisizwe

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS

DoE CLUSTER B CMC

No	District	CMC	CMC Names
7.	Chris Hani West	03	Inxuba yethemba Cacadu Komani
8.	Amathole East	06	Centani Elliotdale Butterworth Ngamakhwe Willowvale Idutywa
9.	Amathole West	04	Nggushwa Middledrift Fort Beaufort Amahlathi
10	BCM	04	Qonce/Bundy Monti Zanozuko Zwelinzima Zuko
11	NMB	03	Gqeberha Central Algoa Tinarha
12	Sarah Baartman	03	Makhanda Humansdorp Graaf Reinet

SPECIFICATION SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOLS