

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -22/23- 0003

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY SANITARY PADS AT NELSON MANDELA METRO IN THE PROVINCE OF THE EASTERN CAPE.

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments (if any)
1.	Proof that the product complies with SANS 1043:2010 from the manufacturer.				
2.	Duly completed and signed bid document including all the attached ECBD forms; ECBD 1 (Part A: Invitation to bid and Part B: Terms and Conditions for bidding), ECBD 4 (Declaration of interest).				
3.	In bids where Consortia/Joint Ventures are involved, each party must submit a copy of a business registration certificate and SARS Tax Validity pin number.				
4.	Only Exempted Micro Enterprise (EME), Qualifying Small Enterprise (QSE) and bidders with Level 1 or 2 BBBEE status level of contributor will be considered.				
5.	Completion of pricing schedule.				
6.	Confirmation letter from supplier/manufacturer that goods will be packaged locally.				
7.	Provide two award letters/ purchase orders and reference letters.				

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU4-22/23-0003	CLOSING DATE:	31 AUGUST 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO SUPPLY SANITARY PADS AT NELSON MANDELA METRO 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					
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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> 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		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				[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:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	SOCIAL DEPARTMENT		CONTACT PERSON	Mr N. Ganyile / Mr V. Makhalane	
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James		TELEPHONE NUMBER	0798737415 / 0824133978	
TELEPHONE NUMBER	0436055277 / 0827799347 / 0436422800 / 0646082853		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	nceba.ganyile@ecdsd.gov.za / vuyisile.makhalane@ecdsd.gov.za	
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / notudwe.james@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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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.

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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: SCMU4-22/23-0003
Closing Time 11:00	Closing date: 31 AUGUST 2022

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 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.
- 3.4 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

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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a



fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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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

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

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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)

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SPECIFICATION GUIDELINES FOR THE SUPPLY AND DELIVERY OF SANITARY PADS AT NELSON MANDELA METROPOLITAN. FOR GIRLS IN QUINTILES 1-3 FARM AND SPECIAL SCHOOLS BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR THE 2022/23 FINANCIAL YEAR

1. INVITATION

The Department of Social Development invites suitable suppliers for the bid for the supply and delivery of sanitary pads to girls in Nelson Mandela 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 endeavours 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 farm and special schools with sanitary pads:

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

3. SCOPE

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

- One (1) box per learner containing 12 packs with 10 pads in each pack.
- The above-mentioned packs should be appropriately packaged in a suitable container for purposes of transport, delivery and storage
- The sanitary pads shall be in a new, hygienic and dry condition
- The total number of targeted learners in the Nelson Mandela Metro is 4 756 (1 box per learner with 12 packs. Each pack contains 10 pads).

- The details of schools with the target number of learners is available in Annexures B attached hereto.

3.2 Branding

- The following information should be printed on the packaging of each pack of 10 pads.
 - The words "**Not for sale**"
 - The logo of the Eastern Cape Department of Social Development. (The department will provide the logo and the packaging details.)
 - 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.
- Delivery must take place during school hours (not during school holidays and weekends).
- 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

- The bidder is required to have the capacity to deliver the sanitary pads to identified schools (See Annexure B attached hereto).
- The bidders are encouraged, where possible, to subcontract transport and delivery to local vendors. However, it is the responsibility of the successful bidder to ensure safe delivery of goods to the schools.
- The successful bidder must ensure that sufficient insurance is available for the replacement of goods.

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.

- 4.3 Bidders must ensure that the prices quoted have no arithmetic errors as the Department will not rectify any errors on the prices quoted. The prices quoted should include all activities/services that will be required for the required services as no variations will be accepted.
- 4.4 Bidders will carry the responsibility of ensuring that the bids submitted have been signed by a duly authorised person. Should it be established after the submission of bids that the signatory authorising the bid is not legally appointed by the service provider, the bid will be disqualified from the evaluation process.
- 4.5 All prices submitted should be typed in black ink or written in pen. No bids written in pencil will be accepted or evaluated.

5. STANDARD BID REQUIREMENTS

- 5.1 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.
- 5.2 Bidders are requested to fully complete the provided Pricing Schedule, any alteration or use of own designed pricing schedule will result in a disqualification.
- 5.3 Bidder must provide prices that are inclusive of transport, packaging and all other relevant costs, where applicable
- 5.4 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.
- 5.5 Bidder may withdraw his/her Bid without incurring any liability provided written notice to that effect is received by the Department.
- 5.6 A valid B-BBEE status level certificate bearing accreditation logo (Original or Certified Copy) or a sworn affidavit B-BBEE in case of Exempt Micro Enterprise (EME) and Qualifying Small Enterprise (QSE).
- 5.7 The Department reserves the right to undertake quality assurance of the product.
- 5.8 Only bids submitted by South African owned enterprises will be considered
- 5.9 Bidders must have successfully conducted business with an organ of state. Provide two award letters/ purchase orders and reference letters.
- 5.10 The successful bidder may be required to provide proof of an agreement with the manufacturer before the contract is signed. Failure to provide such an agreement may result in the withdrawal of the award.
- 5.11 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:
- a) Duly completed and signed bid document including all the attached ECBD forms;
- ECBD 1 (Part A: Invitation to bid and Part B: Terms and Conditions for bidding)
 - ECBD 4 (Declaration of interest)

- b) Proof that the product complies with SANS1043:2010 from the manufacturer or distributor.
- c) In bids where Consortia/Joint Ventures are involved, each party must submit a copy of a business registration certificate and SARS Tax Validity pin number.

6. BRIEFING SESSION

There will be a briefing session which will be conducted on the date, time and venue indicated in the bid notice.

7. DEVELOPMENT OF EMERGING SUPPLIERS

7.1 The Department supports the development of emerging suppliers qualifying in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and cooperatives that have been registered in terms of section 7 of the Cooperatives Act, Act 14 of 2005. Therefore, emerging suppliers and cooperatives that meet the requirements of this bid are encouraged to participate.

7.2 The Department's objective is to advance certain designated groups, namely qualifying small business enterprise and cooperatives, in line with Regulation 4 of the Preferential Regulations, 2017. Therefore, only bidders that meet any of the following criteria may respond:

7.2.1 The BBBEE level must be level 1 or 2.

7.2.2 Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE).

7.3 The successful bidder is expected, where possible, to subcontract a minimum of 30% of the contract value to the following targeted designated groups:

- a) A cooperative which is at least 51% owned by women.
- b) An EME or QSE which at least 51% owned by women who are youth.
- c) An EME or QSE which at least 51% owned by women who are military veterans.
- d) An EME or QSE which at least 51% owned by women living in rural or underdeveloped areas or townships.

8. EVALUATION CRITERIA

- The evaluation of the bids will be done in a two-stage process which is as follows:
- The first stage will be the evaluation of bids on
 - Administrative compliance,
 - During this stage bids that do not meet the administrative compliance requirements will be disqualified and will not be considered for the second stage of evaluation (price and preference points).

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STAGE 1: Pre-Qualification

To be considered responsive, bidders must meet the requirements listed below and submit the following mandatory documents and by the closing date and time of the bid. Failure to comply with these mandatory requirements will invalidate the bid and shall be eliminated:

- a) Proof that the product complies with SANS 1043:2010 from the manufacturer
- b) Duly completed and signed bid document including all the attached ECBD forms;
 - ECBD 1 (Part A: Invitation to bid and Part B: Terms and Conditions for bidding)
 - ECBD 4 (Declaration of interest)
- c) In bids where Consortia/Joint Ventures are involved, each party must submit a copy of a business registration certificate and SARS Tax Validity pin number.
- d) Only Exempted Micro Enterprise (EME), Qualifying Small Enterprise (QSE) and/or bidders with Level 1 or 2 BBEE status level of contributor will be considered.
- e) Completion of pricing schedule.
- f) Confirmation letter from supplier/manufacturer that goods will be packaged locally.
- g) Provide two award letters/ purchase orders and reference letters.

STAGE 2

- Price (80 points)
- Preference points (20 points)

Bid will be evaluated on 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. Service Providers are required to submit together with their bids original and valid B-BBEE status level verification certificates or certified copies thereof to substantiate their B-BBEE rating claims. Sworn affidavits will be accepted in respect of EMEs and QSEs. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification. Service Providers who do not submit valid B-BBEE status level verification certificates will not qualify for preference points.

Matrix for evaluation

NO.	Criteria	Points
1.	Price	80
2.	B-BBEE Status Level	20
3.	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
4.	▪ 1	20
5.	▪ 2	18
6.	▪ 3	14
7.	▪ 4	12
8.	▪ 5	8
9.	▪ 6	6
10.	▪ 7	4
11.	▪ 8	2
12.	Non-complaint contributor	0
	TOTAL POINTS FOR PRICE & B-BBEE	100

9. CONDITIONS

9.1 SPECIAL CONDITIONS

The following is the proposed specification for the Sanitary Pads

9.1.1 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.

9.1.2 Construction

9.1.2.1 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).

9.1.2.2 The cover in all sanitary pads shall be sealed or secured so that it cannot unwrap from the filler during normal handling and use.

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SPECIFICATION FOR SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOL FOR A PERIOD OF 12 MONTHS – NELSON MANDELA METROPOLITAN.

9.1.2.3 If a sanitary towel has a non-absorbent face, this face shall be clearly indicated.

9.1.3 Dimensions of filler components

1.	2.
Dimensions & Size Designations	Regular
Length	180 to 270
Width (of Filler)	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.

9.1.4 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

9.1.5 Performance Requirements.

Sanitary Pads shall comply with requirements in table 3.

Table 3 – Performance Requirements

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

9.1.6 Sterility

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

9.1.7 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 10 sanitary pads and shall be individually sterile-packed.

9.1.8 Marking

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, with loops and adhesive backing strips;
- d) The number of sanitary pads in the package;
- e) The date of manufacture or other suitable batch identification; and
- f) The words "Sterile if the wrapper or seal is unbroken", if relevant.

9.1.9 Packaging

- i. The packages shall be packed in bulk containers that will protect the contents from damage and contamination during normal handling, transportation and storage.
- ii. 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.

9.2 GENERAL CONDITIONS

- a) Bidders who fail to deliver the required goods at a given time, quantity and quality will be given 14 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 submit proof, in a form of a confirmation letter from supplier/manufacturer, that the items will be packaged locally (South Africa).
- d) Bidders must be contactable as and when a need arises.
- e) The department reserves the right to return goods supplied should it be proven that they are of an inferior quality.
- f) 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.
- g) The Department is not bound to accept any of the bids/proposals submitted and reserves the right to call for the Best and Final Offers from short listed bidders before final selection.
- h) The department reserves the right to call for interviews with the shortlisted Bidders before final selection.
- i) Bidders must provide a detailed pricing schedule indicating unit prices.
- j) The lowest bid will not necessarily be accepted and the department reserves the right to accept the whole or part of any bid.
- k) The department reserves the right to appoint more than one service provider.
- l) The department reserves the right to cancel this bid or any portion thereof.
- m) The department reserves the right to award the whole contract or part thereof.
- n) 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;
- o) A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;
- p) 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.
- q) Bids submitted through facsimile or e-mails will not be accepted.
- r) No bids will be considered if submitted after the closing time.
- s) 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.

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: -

- 10.1 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;
- 10.2 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification.
- 10.3 All parties must be registered on the Central Supplier Database (CSD).

11. DISCLAIMER

- 11.1 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.
- 11.2 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
DATE: 17/07/2022

ANNEXURE A: PRICING SCHEDULE

PART 1 (Do not add it to your total price)	
Description	Price
Cost Price per pack of 10 pads	R
Branding per pack (Containing 10 pads)	R
PART 2 (Add all to your total price)	
Description	Price
Cost Price per box of (12 packs of 10 pads)	R
Cost of Branding (12 packs of 10 pads)	R
Packing costs per box	R
Delivery costs per box	R
Other costs per box (Specify)	
.....	R.....
.....	R.....
.....	R.....
Subtotal per box of 12 packs	R.....
No. of learners	4 756
Total Price Tendered	R
VAT (If Applicable)	R
Grand Total	R

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SPECIFICATION FOR SUPPLY AND DELIVERY OF SANITARY PADS FOR GIRLS IN SCHOOL FOR A PERIOD OF 12 MONTHS – NELSON MANDELA METROPOLITAN.

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ANNEXURE B

No	Name of School	Address	District	Ei/Circuit/Management Centre	Quintile	Gr 1
01	ARCADIA SENIOR SECONDARY SCHOOL	RENSBURG STREET, ARCADIA, PORT ELIZABETH, 6059	NELSON MANDELA	TINARA	3	50
02	BERTRAM SECONDARY SCHOOL	BERTRAM ROAD, CHATTY, PORT ELIZABETH 6059, 6059	NELSON MANDELA	TINARA	3	82
03	BETHELSDORP COMPREHENSIVE SCHOOL	FELCASS ROAD, SALT LAKE, PORT ELIZABETH, 6058	NELSON MANDELA	CENTRAL	3	90
04	BOOYSEN PARK SECONDARY SCHOOL	WILLIAM SLAMMERT DRIVE, BOOYSENS PARK, PORT ELIZABETH,	NELSON MANDELA	TINARA	3	90
05	CAPE RECIFE HIGH SCHOOL	58 ADMIRALTY WAY, SUMMERSTRAND, PORT ELIZABETH, 6001	NELSON MANDELA	NM-Central	LSEN	15
06	CHAPMAN SECONDARY SCHOOL	BELL ROAD, GELVANDELE, PORT ELIZABETH, 6020	NELSON MANDELA	CENTRAL	3	90
07	CHATTY SECONDARY SCHOOL	SCHOLTZ STREET, BLOEMONDAL, PORT ELIZABETH, 6059, 6059	NELSON MANDELA	TINARA	3	100
08	CHUBEKILE SENIOR SECONDARY SCHOOL	TUBALI STREET, KWAZAKHELE, PORT ELIZABETH, 6205	NELSON MANDELA	ALGOA	3	85
09	CINGANI HIGH SCHOOL	61 KABONQABA STREET NU6, SWARTKOPSVALLEY, PORT ELIZABETH, 6210	NELSON MANDELA	ALGOA	3	97
10	COSELELANI SECONDARY SCHOOL	NGQOKWENI STREET, N.U. 9 MOTHERWELL, PORT ELIZABETH, 6000	NELSON MANDELA	ALGOA	3	55
11	COWAN HIGH SCHOOL	MADALA STREET, NEW BRIGHTON, PORT ELIZABETH, 6200	NELSON MANDELA	ALGOA	3	90
12	DAVID LIVINGSTONE SECONDARY SCHOOL	KOHLBERG STREET Q, SCHAUDERVILLE, PORT ELIZABETH 6020, 6014	NELSON MANDELA	ALGOA	3	47
13	DOUGLAS MBOPA SECONDARY SCHOOL	1 MATANZIMA STREET , NU 2, MOTHERWELL, PORT ELIZABETH, 6210	NELSON MANDELA	ALGOA	3	100
14	E Z KABANE HIGH SCHOOL	NGUNDWANA STREET, KWA MAGXAKI, PORT ELIZABETH, 6004	NELSON MANDELA	TINARA	3	76
15	GAMBLE STREET SECONDARY SCHOOL	GAMBLE STREET, UITENHAGE, 6230	NELSON MANDELA	TINARA	3	100
16	GELVANDELE SENIOR SECONDARY SCHOOL	MARTIN STREET, GELVANDELE, 6016	NELSON MANDELA	CENTRAL	3	69
17	HILLSIDE TECHNICAL HIGH SCHOOL	THIRD AVENUE, HILLSIDE, PORT ELIZABETH 6059	NELSON MANDELA	CENTRAL	3	90
18	ITHEMBELIHLE COMPREHENSIVE SCHOOL	MARWANQA STREET, NEW BRIGHTON, PORT ELIZABETH, 6200	NELSON MANDELA	ALGOA	3	63
19	JAMES JOLOBE SECONDARY SCHOOL	NU 4, NYARA STREET, MOTHERWELL, 6000	NELSON MANDELA	ALGOA	3	99
20	JOHN WALTON SECONDARY SCHOOL	ROSEDALE DRIVE, ROSEDALE, UITENHAGE POSTAL CODE:, 6241	NELSON MANDELA	TINARA	3	90
21	KHANYISA SPECIAL SCHOOL	1 QUMZA STREET, KWADWESI, PORT ELIZABETH,	NELSON MANDELA	NM-Central	LSEN	9
22	KHUMBULANI HIGH SCHOOL	17 LUTMAN STREET, RICHMOND HILL, PORT ELIZABETH, 6001	NELSON MANDELA	ALGOA	3	90
23	KHWEZI LOMSO COMPREHENSIVE SCHOOL	JOHNSON ROAD, ZWIDE, 6061	NELSON MANDELA	CENTRAL	3	90
24	kwaMAGXAKI SECONDARY SCHOOL	2 RALO ROAD, KWAMAGXAKI, PORT ELIZABETH, 6200	NELSON MANDELA	TINARA	3	100
25	kwaZAKHELE HIGH SCHOOL	JAKAVULA STREET, KWA ZAKHELE, PORT ELIZABETH, 6000	NELSON MANDELA	ALGOA	3	90
26	LIMEKHAYA HIGH SCHOOL	MADUNA ROAD, LANGA, UITENHAGE, 6230	NELSON MANDELA	TINARA	3	99
27	LOYISO SENIOR SECONDARY SCHOOL	CORNER JAVU & SPONDO, ZWIDE, 6061	NELSON MANDELA	CENTRAL	3	90
28	LUNGISA HIGH SCHOOL	QUMZA STREET, KWA - DWESI, 6200	NELSON MANDELA	TINARA	3	85
29	MASIBAMBANE SENIOR SECONDARY SCHOOL	TSHAWUKA STREET, MBILANA CRESCENT, KWAZAKHELE, 6205	NELSON MANDELA	ALGOA	3	76
30	MASIPHATHISANE SECONDARY SCHOOL	71 NDLOVU STREET, MOTHERWELL NU1, PORT ELIZABETH, 6211	NELSON MANDELA	ALGOA	3	90
31	McCARTHY COMPREHENSIVE SCHOOL	CORNER OF MC CARTHY AND BLOEKOMBOOM STREET, GERALD SMITH, UITENHAGE 6230, 6230	NELSON MANDELA	TINARA	3	73

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32	MFESANE SECONDARY SCHOOL	01 INQU STREET, NU 12, MOTHERWELL 6213, 6210	NELSON MANDELA	ALGOA	3	90
33	MOLLY BLACKBURN SENIOR SECONDARY SCHOOL	1ST AVENUE, KWA-NOBUHLE, 6230	NELSON MANDELA	TINARA	3	97
34	MOTHERWELL HIGH SCHOOL	MZWAZWA STREET, NU 7, MOTHERWELL, 6211	NELSON MANDELA	ALGOA	3	90
35	MZONTSUNDU SECONDARY SCHOOL	MATODLANA STREET, KWAACHELE, PORT ELIZABETH, 6205	NELSON MANDELA	ALGOA	3	90
36	NCEDO SECONDARY SCHOOL	MNENGE STREET, NU 10, MOTHERWELL 6211, 6211	NELSON MANDELA	ALGOA	3	78
37	NDYEBO SENIOR SECONDARY SCHOOL	NKOBONGO STREET, NU 9 MOTHERWELL, PORT ELIZABETH, 6000	NELSON MANDELA	ALGOA	3	99
38	NDZONDELELO HIGH SCHOOL	KOYANA STREET, ZWIDE, 6005	NELSON MANDELA	CENTRAL	3	94
39	NEWELL PUBLIC HIGH SCHOOL	JOLOBE ROAD, NEW BRIGHTON, 6200	NELSON MANDELA	ALGOA	3	90
40	NKULULEKO PUBLIC SECONDARY SCHOOL	3 KNOCKPAAL STREET, KWA-NOBUHLE, UITENHAGE, 6242	NELSON MANDELA	TINARA	3	90
41	NORTHERN LIGHTS SPECIAL SCHOOL	STOWSTREET, COTSWOLD, PORT ELIZABETH,	NELSON MANDELA	NM-Central	LSEN	9
42	PATERSON HIGH SCHOOL	51 NICHOLAS ROAD, SCHAUDERVILLE, PORT ELIZABETH (COD, 6055	NELSON MANDELA	ALGOA	3	90
43	PHAKAMISA HIGH SCHOOL	KATYU STREET, ZWIDE, PORT ELIZABETH, 6201	NELSON MANDELA	CENTRAL	3	80
44	PHAPHANI SECONDARY SCHOOL	MONDILE ROAD, KWANOBUHLE, UITENHAGE, 6242	NELSON MANDELA	TINARA	3	81
45	QAPHELANI SENIOR SECONDARY SCHOOL	KULATI STREET, KWAZAKHELE, PORT ELIZABETH, 6205	NELSON MANDELA	ALGOA	3	57
46	REUBIN BIRIN SPECIAL SCHOOL	C/O UITENHAGE & BETHELSDORP ROAD, MISSIONVALE, PORT ELIZABETH,	NELSON MANDELA	NM-Central	LSEN	10
47	ROCKLANDS INTERMEDIATE FARM SCHOOL	ELANDSRIVIER ROAD, ROCKLANDS, UITENHAGE, 6230	NELSON MANDELA	TINARA	2	90
48	SAKHISIZWE SENIOR SECONDARY SCHOOL	MINGO STREET, ZWIDE LOCATION, PORT ELIZABETH, 6005	NELSON MANDELA	CENTRAL	3	61
49	SANCTOR HIGH SCHOOL	COLEUS CRESENT, SANCTOR, PORT ELIZABETH, 6058	NELSON MANDELA	TINARA	3	90
50	SISONKE SENIOR SECONDARY SCHOOL	NXUKHWEBE STREET, KWA-NOBUHLE, UITENGAGE, 6242	NELSON MANDELA	TINARA	3	30
51	SOLOMON MAHLANGU SENIOR SECONDARY SCHOOL	120 JABAVU STREET, KWANOBUHLE, UITENHAGE, 6242	NELSON MANDELA	TINARA	3	90
52	SOPHAKAMA HIGH SCHOOL	NGESI STREET, NEW BRIGHTON, PORT ELIZABETH, 6200	NELSON MANDELA	ALGOA	3	47
53	SOQHAYISA SENIOR SECONDARY SCHOOL	2 NKOBONGO STREET, MOTHERWELL, PORT RELIZABETH, 6211	NELSON MANDELA	ALGOA	3	90
54	ST THOMAS SECONDARY SCHOOL	KOBUS ROAD, GELVANDALE, PORT ELIZABETH, 6016	NELSON MANDELA	CENTRAL	3	90
55	THANDUXOLO COMPREHENSIVE SECONDARY SCHOOL	BANTOM STREET, LUNGULUZA, KWANOBUHLE, 6242	NELSON MANDELA	TINARA	3	22
56	TINARA SECONDARY SCHOOL	2 PONANA TINI ROAD, KWANOBUHLE, UITENHAGE, 6242	NELSON MANDELA	TINARA	3	33
57	TYHILULWAZI SENIOR SECONDARY SCHOOL	MBEKI STREET, GOVAN MBEKI TOWNSHIP, PORT ELIZABETH, 6061	NELSON MANDELA	TINARA	3	65
58	V M KWINANA SENIOR SECONDARY SCHOOL	MAJOMBOZI STREET, KWANOBUHLE, UITENHAGE 6242, 6230	NELSON MANDELA	TINARA	3	90
59	VULUMZI SENIOR SECONDARY SCHOOL	54 CHALUMNA STREET, N.U. 5 MOTHERWELL, PORT ELIZABETH, 6211	NELSON MANDELA	ALGOA	3	94
60	WALMER SECONDARY SCHOOL	CENTRAL HUBYH 9TH AVENUE, WALMER, PORT ELIZABETH, 6070	NELSON MANDELA	CENTRAL	3	90
61	WESTVILLE SECONDARY SCHOOL	BAUBINIA ST, SANCTOR, 6059	NELSON MANDELA	TINARA	3	90
62	ZANOLWAZI SENIOR SECONDARY SCHOOL	CHIEF ALBERT LUTHULI, KHAYAMNANDI, DESPATCH, 6220	NELSON MANDELA	TINARA	3	69
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