EMMARENTIA PRIMARY SCHOOL

Corner of Hill Road and Umgeni Road, Emmarentia, Johannesburg, 2029

Telephone: 011 486 1023 | Email: finance@eps-school.co.za / uniforms@epschool.co.za

UNIFORM TENDER DOCUMENT

APPOINTMENT OF PREFERRED SUPPLIERS OF SCHOOL UNIFORMS (DUAL-AWARD PREFERRED SUPPLIER MODEL)

THREE-YEAR SUPPLY AND SERVICE CONTRACT (1 FEBRUARY 2027 TO 31 DECEMBER 2029)

TENDER REFERENCE NUMBER: EPS/UNIFORM/2026-01 (RE-ADVERTISED) **DATE OF ISSUE / RE-ADVERTISEMENT:** 24 NOVEMBER 2026

MANDATORY REGULATORY NOTICE TO ALL TENDERERS

1. **Non-Exclusivity:** This tender process is conducted to appoint **two (2) non-exclusive preferred suppliers** of school uniforms for Emmarentia Primary School. The appointment does **not** confer sole-supplier, exclusive-stockist, or monopoly rights upon any successful bidder.
2. **Parental Freedom of Choice:** Parents and guardians retain the absolute freedom to purchase compliant generic school uniform items from any commercial retailer of their choice.
3. **Protection of Generic Items:** The School strictly limits school-specific branding to a minimal number of essential branded garments. Generic uniform garments (including standard grey trousers, grey shorts, plain shirts, and socks) shall not be subject to exclusive supply or proprietary branding barriers.
4. **Prohibition of Commercial Rebates and Commissions:** No rebate, commission, sponsorship, kickback, royalty, or commercial incentive linked to uniform sales or turnover may be paid or provided by any tenderer to the School, the School Governing Body (SGB), or any school employee.
5. **Direct Consumer Contracting:** Uniform procurement operates strictly on a direct-to-parent retail model. Parents contract directly with the appointed preferred

suppliers. The School does not purchase uniform stock in bulk, hold inventory, collect parent monies, or underwrite parent credit transactions.

TENDER DATA AND CRITICAL TIMETABLE

Tender Milestone	Detail / Requirement
Employer / Procuring Institution	Emmarentia Primary School, acting through its School Governing Body (SGB).
Tender Reference Number	EPS/UNIFORM/2026-01 (Re-Advertised).
Tender Description	Appointment of two (2) non-exclusive preferred suppliers for the manufacture, supply, and direct retail distribution of school uniforms.
Procurement Model	Direct parent-to-supplier retail model with non-exclusive dual supplier appointments.
Contract Duration	Three (3) years: 1 February 2027 to 31 December 2029 (strictly without automatic renewal).
Date of Public Re-Advertisement	Tuesday, 24 November 2026.
Public Publication Channels	School public website, local print media, official school communications, and direct transmission to all registered prospective bidders.
Tender Clarification Deadline	Wednesday, 02 December 2026 at 17:00 SAST.
School's Formal Response to Queries	Monday, 7 December 2026 (issued simultaneously in writing to all prospective bidders).
Electronic Bid Closing Date and Time	Tuesday, 15 December 2026 at 17:00 SAST (strict closing deadline).
Electronic Submission Address	finance@eps-school.co.za and uniforms@epschool.co.za (indexed, searchable PDF format).

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

Tender Milestone	Detail / Requirement
Physical Garment Sample Deadline	Wednesday, 13 January 2027 by 15:00 SAST (delivered by hand to the School Administration Office).
Physical Sample Delivery Address	Emmarentia Primary School, Administration Block, 23 Umgeni Road, Emmarentia, Johannesburg, 2029.
Bid Evaluation & Due Diligence Period	18 January 2027 – 25 January 2027.
Anticipated Formal Award by SGB	Monday, 1st February 2027
Operational Go-Live Date	1 February 2027 (in time for the opening of the 2027 academic year).
Tender Validity Period	90 calendar days from the electronic bid closing date.
Tender Milestone	**Detail / Requirement**

TENDER DOCUMENT STRUCTURE

- **Part A:** Invitation, Objectives, Scope and Regulatory Framework (Sections 1 to 4)
- **Part B:** Technical, Workmanship and Service Specifications (Sections 5 to 12)
- **Part C:** Pricing, Submission, Eligibility and Evaluation Methodology (Sections 13 to 18)
- **Part D:** Draft Three-Year Preferred Supplier Supply Agreement (Sections 19 to 36)
- **Part E:** Mandatory Returnable Schedules and Compliance Declarations (Schedules A to M)

EMMARENTIA PRIMARY SCHOOL
, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

PART A: INVITATION, OBJECTIVES, SCOPE AND REGULATORY FRAMEWORK

1. Invitation to Tender

1. Emmarentia Primary School ("the School"), acting through its School Governing Body ("the SGB"), invites suitably qualified, established, and experienced garment manufacturers, distributors, and uniform retailers to tender for appointment as the School's **non-exclusive preferred suppliers of school uniforms** for a contract period of thirty-six (36) months, commencing on 1 February 2027 and terminating on 31 December 2029.
2. In strict compliance with regulatory guidance and pro-competitive principles, **the School intends to appoint two (2) independent preferred suppliers** under this procurement process. The successful tenderers will compete openly and fairly in the retail market to supply durable, affordable, high-quality, and correctly branded uniform items directly to parents and guardians.
3. Emmarentia Primary School is a Quintile 5 public primary school situated at the corner of Hill Road and Umgeni Road, Emmarentia, Johannesburg. The School currently serves an indicative enrolment of approximately 420 to 436 learners from Grade R to Grade 7.
4. Tenderers must note that learner enrolment figures are furnished solely for operational and capacity planning purposes. The School gives **no guarantee** of purchase volumes, minimum sales turnover, parent footfall, or exclusivity of custom. All transactions take place directly between parents/guardians and the appointed suppliers.

2. Statutory, Procurement and Competition Law Objectives

1. This tender process is designed and administered in strict conformity with: 1.1 The constitutional imperatives of fairness, equitability, transparency, competitiveness, and cost-effectiveness in public institutional procurement; 1.2 The Competition Commission's *Guidelines on the Procurement of School Uniforms & Learning Materials*; 1.3 The National Government Circular on *Exclusive Agreements in the Procurement of School Uniform* (Government Gazette No. 42053); 1.4 Provincial Education Department Supply Chain

Management prescripts applicable to public schools exercising allocated functions; and 1.5 Applicable consumer protection, data protection, and intellectual property legislation.

2. The core procurement objectives of the SGB are: 2.1 To foster healthy intra-school competition by appointing two (2) capable, reputable preferred suppliers, thereby expanding consumer choice and exerting downward pressure on uniform prices; 2.2 To eliminate anti-competitive market foreclosure, long-term supplier lock-in, and unjustified sole-stockist arrangements; 2.3 To ensure that parents and guardians have transparent, affordable, and dependable access to approved uniform garments without compromising fabric durability or finish; 2.4 To maximise the proportion of generic garments within the school uniform code so that parents may freely source items from general commercial retailers; 2.5 To license the School's name, logo, and crest on a non-exclusive, transparent, and controlled basis; and 2.6 To establish clear, measurable service-level commitments, robust quality-control standards, and fair dispute-resolution mechanisms.

3. Definitions and Interpretation

1. In this Tender Document, unless the context clearly indicates otherwise:

1.1 **"Approved Artwork"** means the master digital files, Pantone colour references, dimensions, embroidery matrices, and printing specifications approved in writing by the School.

1.2 **"Approved Sample"** means the physical garment, fabric swatch, badge, or trim signed off in writing by the School as the binding quality-control benchmark.

1.3 **"Branded Item"** means an apparel item or accessory bearing the School's proprietary name, crest, badge, colours, or logo.

1.4 **"Business Day"** means any day other than a Saturday, Sunday, or official South African public holiday.

1.5 **"Closing Date"** means Tuesday, 15 December 2026 at 17:00 SAST.

1.6 **"Contract"** means the binding agreement concluded between the School and an appointed preferred supplier, incorporating this tender document, the letter of award, the draft supply agreement, and all accepted schedules.

1.7 **"Dual Preferred Suppliers"** means the two (2) independent commercial tenderers appointed by the SGB to retail approved school uniforms to parents.

1.8 **"Generic Item"** means a standard garment or accessory (such as grey trousers, grey shorts, plain shirts, or socks) that does not incorporate unique School Marks and may be purchased from any retailer.

1.9 **"Parent"** means a parent, legal guardian, or person responsible for purchasing uniform items for a learner enrolled at the School.

1.10 **"School Marks"** means the trademarks, trade names, crests, logos, badges, motifs, and colours of Emmarentia Primary School, whether registered with CIPC or protected under common law.

4. Scope of Service and Retail Model

1. The appointed preferred suppliers shall source, manufacture, stock, display, retail, and guarantee all uniform items set out in the Uniform Specification Schedule (Schedule G).

2. **Direct-to-Parent Retail Structure:**

   2.1 All uniform purchases shall be concluded directly between parents and the preferred suppliers.

   2.2 The preferred suppliers shall maintain full commercial, financial, and inventory responsibility for all stock, including cash handling, point-of-sale systems, card processing, invoicing, returns, exchanges, and after-sales service.

   2.3 The School shall not accept bulk uniform deliveries, hold commercial stock, collect monies, issue customer receipts, or guarantee payment on behalf of parents.

3. **Operational Requirements for Dual Preferred Suppliers:**

   3.1 Each appointed preferred supplier must provide convenient, accessible retail channels within the evaluated location radius (0 to 15 km from the school premises).

   3.2 Where the SGB grants permission for pop-up fitting or sales days on School property during peak back-to-school periods, access shall be made available on an equitable, non-discriminatory, and rotational or shared basis to both appointed suppliers.

   3.3 Each preferred supplier shall maintain an online, telephone, or WhatsApp ordering channel to complement its customer-facing retail outlet.

PART B: TECHNICAL, WORKMANSHIP AND SERVICE SPECIFICATIONS

5. Uniform Technical Specifications and Minimum Quality Standards

1. All garments supplied must be new, manufactured from first-quality, durable fabrics, and strictly compliant with the School's Approved Samples and artwork specifications.

2. Minimum Garment Attributes:

   2.1 **Fabric and Durability:** Fabrics must be suitable for frequent school wear and laundering. Dimensional shrinkage after washing must not exceed three percent (3%). Garments must exhibit superior tensile strength, colourfastness, and resistance to pilling.

   2.2 **Seams and Construction:** Seams must be straight, secure, and properly overlocked. All stress points (pocket corners, buttonholes, crotch seams, and zips) must be bar-tacked or reinforced. Hems must be neat with sufficient turn-up allowance.

   2.3 **Dyes and Colourfastness:** Dyes must be non-toxic, skin-safe, and highly resistant to wash-fading, rubbing, perspiration, and sunlight degradation.

   2.4 **Branding and Insignia:** Embroidery and screen printing of School Marks must align precisely with Approved Artwork in terms of dimensions, stitch density, thread colours, and placement. No colour bleeding, distortion, or loose thread endings will be accepted.

   2.5 **Sizing and Comfort:** Sizing must conform strictly to standard South African commercial children's sizing matrices across Grade R, 6–10 years, 11–13 years, and 14–16 years. Garments must be comfortable, age-appropriate, and free from choking hazards, sharp fastenings, or dangerous drawcords.

   2.6 **Labelling:** Each garment must incorporate permanent, legible woven or printed labels indicating garment size, fabric composition, wash-care instructions, and supplier identification for batch traceability.

6. Physical Garment Samples and Quality Verification

1. Tenderers must deliver in person one (1) physical representative sample of each garment item priced in Schedule G to the School Administration Office by **Wednesday, 13 January 2027 at 15:00 SAST**.

2. Each submitted sample must:

   2.1 Be clearly tagged with the tenderer's registered legal name, Schedule G item reference number, garment description, fabric composition, and proposed manufacturing source;

   2.2 Fully reflect the exact fabric quality, weight (GSM), dye shade, construction, finish, and branding upon which the tenderer's tendered prices are based; and

   2.3 Be entered onto the Physical Sample Submission Register (Schedule H).

3. The school may subject submitted samples to non-destructive comparative handling, measurement, wash testing, and colourfastness evaluation.

4. Unsuccessful bidders may collect their samples within thirty (30) calendar days after the publication of the tender award, failing which uncollected items will be disposed of. The physical samples of the successful tenderers shall be retained by the school as binding contractual quality-control benchmarks throughout the contract duration.

7. Competition and Exclusivity Safeguards

1. **Non-Exclusivity:** Neither appointed supplier shall describe itself as the "sole", "exclusive", or "only authorised" uniform stockist. The approved descriptor shall be *"An Approved Preferred Supplier of Emmarentia Primary School"*.

2. **Unbundling and Generic Items:** 2.1 Tenderers are expressly prohibited from tying or bundling purchases. No parent may be compelled to purchase generic garments (such as socks, grey shorts, or trousers) as a condition for purchasing branded school items. 2.2 The School actively encourages parents to procure generic items from any retailer offering competitive pricing and satisfactory quality.

3. **No Commercial Consideration Payable to the School:** 3.1 The preferred suppliers shall pay no rent, commission, royalty, rebate, donation, or sponsorship to the School, SGB members, or school personnel linked to uniform sales. 3.2 Any facility usage contribution for approved pop-up sales on school property shall be strictly cost recovery based, transparently recorded in the school's audited financial statements, and approved in writing by the SGB.

8. Stock Availability, Replenishment and Peak-Season Readiness

1. The appointed preferred suppliers must maintain robust supply chain logistics to guarantee stock availability across all size ranges.

2. Minimum Key Performance Indicators (KPIs):

   2.1 **Peak-Season Core Stock Fill Rate:** A minimum of 95% availability across all standard uniform lines and core sizes between 1 November and 31 January of each school year.

   2.2 **Standard In-Stock Orders:** Immediate over-the-counter fulfilment, or dispatch within three (3) business days for online/remote orders.

   2.3 **Out-of-Stock Replenishment:** Out-of-stock items must be replenished and delivered to parents within ten (10) business days, accompanied by proactive order tracking.

   2.4 **Made-to-Measure and Special Sizing:** Extended sizes or adaptive garments for learners with special physical or sensory needs must be fulfilled within twenty (20) business days.

9. Returns, Exchanges, Defects and Product Warranties

1. **Consumer Protection:** Preferred suppliers must comply fully with all applicable South African consumer protection laws and display fair, lawful returns and exchange policies at their retail points and on sales receipts.
2. **Exchange Period:** Unwashed, unworn, and unaltered garments in resalable condition must be exchangeable within at least thirty (30) calendar days of purchase upon presentation of proof of payment.
3. **Six-Month Manufacturing Warranty:** Preferred suppliers must provide a comprehensive written warranty of not less than six (6) months against defective fabric, faulty stitching, broken zips, tearing at seams, fading, or abnormal shrinkage. Any garment exhibiting manufacturing defects within this period must be replaced or refunded immediately at no cost to the parent.
4. **Complaint Resolution:** Any uniform complaint referred by the school to a preferred supplier must be acknowledged within one (1) business day and definitively resolved or provided with a binding corrective plan within five (5) business days.

10. School Logo, Trademark and Brand Licensing

1. **Ownership of School Marks:** All right, title, interest, and goodwill in the name, crest, badge, colours, and logo of Emmarentia Primary School remain the absolute property of the school.

2. **Non-Exclusive Licence:** The school grants each appointed preferred supplier a revocable, non-exclusive, non-transferable, and royalty-free licence to reproduce the School Marks solely on approved school uniform items for the duration of the Contract.

3. **Prohibited Conduct:** An appointed supplier shall not:

   3.1 Register or attempt to register any trademark, company name, domain name, or digital asset incorporating the School Marks or confusingly similar identifiers;

   3.2 Apply the School Marks to any commercial product, commercial merchandise, or promotional material not expressly authorised in writing by the school; or 3.3 Cede, sublicense, or transfer the brand licence to any third-party manufacturer or subcontractor without prior written SGB approval.

4. **Intellectual Property Standstill:** The school undertakes that its pending trademark applications (Application Nos. 2025/19312 and 2025/19314) and brand assets shall not be deployed anti-competitively to prevent third-party retailers from selling generic items, nor to create an artificial commercial monopoly.

11. Code of Conduct, Child Safeguarding and On-Site Access

1. Supplier personnel attending the school premises for fittings, consultations, or approved pop-up sales must:

   1.1 Comply strictly with all School security protocols, visitor registration procedures, and health and safety directives;

   1.2 Display official company identification always;

   1.3 Adhere to the highest standards of child safeguarding and protection. No supplier employee or representative shall interview, photograph, or be left alone with any learner without the express presence and written consent of school staff and parents; and

   1.4 Maintain a clean, secure, and professional retail environment on school premises and immediately repair any damage caused by their operations.

12. Management Information and Quarterly Reporting

1. The appointed preferred suppliers shall submit concise, aggregated quarterly performance reports to the SGB within ten (10) business days of the close of each school quarter.

2. Quarterly reports must incorporate:

   2.1 Sales volumes and transaction totals per uniform item;

   2.2 Stock-out frequencies, inventory backlogs, and replenishment lead times;

   2.3 Analysis of customer returns, exchanges, and warranty defect claims; and

   2.4 The register of complaints received, response times, and corrective actions implemented.

3. All customer data must be handled in strict accordance with South African data privacy legislation. Reports submitted to the School must contain only aggregated commercial data and must exclude personal customer information.

PART C: PRICING, SUBMISSION, ELIGIBILITY AND EVALUATION METHODOLOGY

13. Pricing Structure, Basket Evaluation and Annual CPI Adjustments

1. **Pricing Basis:**

   1.1 Tenderers must submit firm, VAT-inclusive retail prices for each garment line item and size category listed in the Uniform Specification Schedule (Schedule G).

   1.2 Tendered prices must represent the total, all-inclusive price payable by parents and must encompass sourcing, manufacture, embroidery/printing, packaging, transport, insurance, fitting support, overheads, and profit.

   1.3 No additional charges, joining fees, administration levies, payment gateway surcharges, or compulsory alteration costs may be levied against parents.

2. **Price Stability (12-Month Freeze):** Tendered retail prices must remain firm and fixed for the entire first twelve (12) months of the Contract (1 February 2027 to 31 December 2027).

3. **Annual CPI-Linked Price Adjustment:**

   3.1 Prices may be adjusted on 1 January 2028 and 1 January 2029 strictly in accordance with the Statistics South Africa Consumer Price Index (CPI) for *Clothing and Footwear* (Statistical Release P0141).

   3.2 Adjustment Formula: Adjusted Price = Current Approved Price x (I1 / I0), Where:

      3.2.1 I1 is the latest published monthly index available thirty (30) days prior to the adjustment date; and

      3.2.2 I0 is the matching index published for the corresponding month twelve (12) months prior.

   3.3 Applications for price adjustments, supported by official Stats SA publications, must be lodged in writing with the SGB by no later than 30 November preceding the January effective date. No price increase shall take effect without prior written verification and written approval from the SGB. Retrospective price increases are strictly prohibited.

14. Eligibility and Mandatory Returnable Documents (Stage 1 Compliance)

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

1. A tender shall be deemed non-responsive and disqualified from further evaluation if it fails to submit any of the following mandatory returnable documents by the electronic closing date, subject only to lawful clarification of immaterial administrative errors:

Ref	Mandatory Requirement	Required Verifiable Evidence	Evaluation Test
M1	Completed Form of Offer	Fully completed, initialled, and signed Form of Offer (Schedule A).	Pass / Fail
M2	Legal Business Registration	Valid CIPC registration certificate, founding statement, or disclosure certificate.	Pass / Fail
M3	SARS Tax Compliance	Valid SARS Tax Compliance Status PIN and registered Income Tax / VAT number.	Pass / Fail
M4	Customer-Facing Operating Address	Verifiable physical address of retail outlet/premises situated within 0–15 km of the school (lease agreement, municipal rates statement, or utility account not older than 3 months).	Pass / Fail
M5	Relevant Garment Experience	Minimum of three (3) completed years in school-uniform or commercial garment manufacturing and supply, fully declared in Schedule D.	Pass / Fail
M6	Client References	At least three (2) verifiable, contactable institutional references for contracts executed within the past five (5) years, listed in Schedule E.	Pass / Fail
M7	Signatory Authority	Signed Board resolution, members' resolution, or power of attorney authorising the tender signatory (Schedule C).	Pass / Fail
M8	Physical Garment Samples	One (1) representative sample of each priced item delivered by hand to the school by 13 January 2027, entered onto Schedule H.	Pass / Fail

Ref	Mandatory Requirement	Required Verifiable Evidence	Evaluation Test
M9	Size-Based Pricing Schedule	Completed Schedule G containing firm VAT-inclusive prices across all specified categories, without omissions or conditional prices.	Pass / Fail
M10	Non-Collusion & Independence Declaration	Duly completed and signed Declaration of Independence and Non-Collusion (Schedule J).	Pass / Fail
M11	Brand & Competition Undertaking	Duly completed and signed School Mark, Brand Licensing, and Competition Undertaking (Schedule K).	Pass / Fail

15. Electronic Tender Submission and Notice Period Instructions

1. **Open Public Notice Window:** In conformity with South African public procurement standards and competition law prescripts, this tender is subject to a public notice period of **twenty-one (21) calendar days**, running from Tuesday, 24 November 2026 to the closing date of **Tuesday, 15 December 2026 at 17:00 SAST**.

2. **Submission Format:**

   2.1 Tenderers must submit one (1) complete, indexed, signed, and searchable PDF bid pack by email to **finance@eps-school.co.za** and uniforms@epschool.co.za

   2.2 The email subject line must strictly state: EPS/UNIFORM/2026-01 - TENDER SUBMISSION.

   2.3 Electronic files must not be password-protected or submitted via links requiring external cloud logins. 2.4 The separate delivery of physical samples must be completed in person by Wednesday, 13 January 2027 by 15:00 SAST.

3. **Late Submissions:** Bids received after the electronic closing time of 17:00 SAST on 15 December 2026, or physical samples delivered after 15:00 SAST on 13 January 2027, shall be rejected without evaluation.

4. **Canvassing Prohibited:** Any attempt by a tenderer, its staff, agents, or affiliates to lobby or canvass School staff, SGB governors, or bid evaluators shall result in immediate disqualification.

16. Clarifications and Procedural Enquiries

1. Prospective bidders may request clarification on any aspect of this tender document up to **Monday, 7 December 2026 at 17:00 SAST** by written email to finance@eps-school.co.za / uniforms@epschool.co.za

2. On or before **Monday, 7 December 2026**, the School shall issue a consolidated, anonymised written response to all logged queries, circulated to all participating tenderers and published on the School's official website.

17. Evaluation Methodology and Objective Dual-Award Criteria

1. **Governance and Statutory Evaluation Authority:**

   1.1 Tenders shall be adjudicated strictly in accordance with the multi-stage evaluation criteria set out hereunder by the formally constituted Bid Evaluation Committee and the SGB.

   1.2 **Parental Voting Expressly Excluded:** In accordance with public administrative law, fair procurement prescripts, and statutory governance mandates under the South African Schools Act, tender proposals and samples shall **not** be submitted to an informal parent vote at an Annual General Meeting (AGM) or elsewhere. The SGB retains full statutory responsibility for procurement decisions, which must be based exclusively on the published objective scoring criteria.

2. **Stage 1: Mandatory Compliance Assessment:**

   2.1 All tenders received shall be screened against the mandatory eligibility criteria set out in Section 14 (M1 to M11).

   2.2 Bids failing any mandatory requirement shall be declared non-responsive and eliminated from further evaluation.

3. **Stage 2: Technical and Functionality Evaluation (100 Points Total):**

   3.1 Responsive tenders shall be evaluated on technical capability, sample quality, experience, and service capacity against the scoring matrix set out below.

   3.2 **Minimum Qualifying Threshold:** Tenderers must achieve a minimum overall functionality score of **seventy (70) points out of 100**, and must achieve at least **eighteen (18) points out of 30** in Category 2 (Garment Quality & Samples)

and at least **fifteen (15) points out of 25** in Category 3 (Parent Access & Proximity). Bids falling below any threshold shall be disqualified from Stage 3.

Functionality Criterion	Max Points	Evaluation Focus and Primary Evidence
1. Company Experience and Verifiable Track Record	**15**	Demonstrated track record in school uniform supply (Schedule D and Schedule E). 3–4 completed years = 8 points; 5–7 completed years = 12 points; 8+ completed years = 15 points
2. Garment Workmanship, Fabric Quality and Samples	**30**	Independent laboratory and physical inspection of submitted garment samples (Schedule H), fabric composition, seam strength, finish, and quality control systems (Schedule F). Physical sample evaluation = 20 points; Documented quality control, batch traceability, and warranty processes = 10 points *(Sub-threshold: minimum 18/30 required)*
3. Location, Parent Accessibility and Facilities	**25**	Measured road distance of customer retail outlet from the school, accessibility via public transport, parking, fitting facilities, operating hours, and peak-period capacity (Schedule F). Outlet situated 0–15 km from School = 15 points; Outlet situated >15–20 km from School = 12 points; Outlet situated >20–30 km = 8 points; Outlet situated >30 km = 4 points; Fitting rooms, parking, accessibility, operating hours = 10 points *(Sub-threshold: minimum 15/25 required)*
4. Stock Availability, Replenishment and Continuity	**15**	Adequacy of peak-season buffer stock plan, warehousing capacity, supply chain agreements with textile mills, replenishment turnaround times, and contingency measures for disruption (Schedule F).
5. Customer Service, After-Sales and Complaints Handling	**15**	Customer service infrastructure, multichannel communication (in-store, online, WhatsApp), returns/exchange handling, and formal five-day complaint resolution workflow (Schedule F).

Functionality Criterion	Max Points	Evaluation Focus and Primary Evidence
TOTAL FUNCTIONALITY SCORE	**100**	Minimum Qualifying Functionality Threshold = 70 / 100

4. **Stage 3: Financial, Price Basket and Combined Scoring:**

4.1 Tenderers that pass Stage 1 and achieve the minimum 70-point threshold in Stage 2 shall be evaluated financially in Stage 3.

4.2 Financial scoring shall be based on the Evaluated Basket Total (inclusive of VAT) calculated in Schedule G across standard core size lines.

4.3 **Weighting Model:** The final score out of 100 shall be calculated as follows:

- **Price Basket Score (60% Weight):** (Lowest responsive evaluated price / Tenderer evaluated price) x 60
- **Technical / Functionality Score (40% Weight):** (Tenderer functionality score / 100) x 40
- **Total Final Score (100 Points):** Price Points (max 60) + Functionality Points (max 40).

5. **Objective Criteria and Mechanics for Dual Appointment:**

5.1 In accordance with the Competition Commission's directive, the SGB shall award preferred-supplier contracts to the **two (2) highest-ranked responsive tenderers** (Rank 1 and Rank 2) under the Stage 3 scoring model.

5.2 **Price Rationalisation and Protection of Parents:**

5.2.1 To protect parents from unreasonable price variance between the two appointed preferred suppliers, the SGB shall evaluate the price differential for each standard garment line between the Rank 1 and Rank 2 tenderers.

5.2.2 Where the unit price tendered by the Rank 2 supplier on any core uniform item exceeds the price tendered by Rank 1 by more than ten percent (10%), the SGB reserves the right, during the pre-award clarification phase, to invite the Rank 2 supplier to adjust its price for that specific item to align reasonably with the competitive market baseline established by the tender.

5.2.3 Acceptance of price rationalisation shall not prejudice the award but shall ensure that parents are not subjected to severe price disparities when exercising consumer choice between the two preferred suppliers.

5.3 **Rules of Engagement Between Dual Preferred Suppliers:**

5.3.1 Both appointed suppliers shall be granted non-exclusive rights to retail all approved branded and generic garments.

5.3.2 The School shall publish the contact details, retail store locations, online ordering links, and price schedules of both preferred suppliers equally and impartially across all school platforms, without favouring either vendor.

5.3.3 Both suppliers shall have equal access to participate in designated school fitting sessions and seasonal pop-up retail events on school premises, subject to operational scheduling determined by the SGB.

18. Rights of the School and Due Diligence

1. The school reserves the right to:

1.1 Conduct on-site due diligence inspections of the retail premises, warehouses, and manufacturing facilities of shortlisted tenderers;

1.2 Verify all financial, CIPC, tax, and reference information with third parties;

1.3 Require shortlisted tenderers to attend a formal clarification interview with the Bid Evaluation Committee; and

1.4 Cancel the procurement process on reasonable, lawful grounds in terms of Section 17.4 of the general tender conditions prior to the conclusion of a formal contract.

PART D: DRAFT THREE-YEAR PREFERRED SUPPLIER SUPPLY AGREEMENT

19. Parties and Agreement Framework

1. This Agreement is concluded between:

   1.1 **EMMARENTIA PRIMARY SCHOOL**, herein represented by the Chairperson of the School Governing Body (hereinafter referred to as "the School"); and

   1.2 **[INSERT APPOINTED SUPPLIER LEGAL NAME]**, a company duly registered in the Republic of South Africa with registration number [INSERT NUMBER], herein represented by [INSERT NAME AND TITLE], duly authorised (hereinafter referred to as "the Preferred Supplier").

2. **Recitals:**

   2.1 The School has conducted an open, competitive public tender under Tender Reference EPS/UNIFORM/2026-01 (Re-Advertised).

   2.2 The School has adopted a dual-award preferred supplier model in compliance with Competition Commission guidelines to promote competition, enhance consumer choice, and ensure price affordability for parents.

   2.3 The Preferred Supplier is appointed as **one of two non-exclusive preferred suppliers** of school uniforms to the school community for a period of three (3) years.

20. Contract Documents and Order of Precedence

1. The Contract consists of the following legal documents, which shall be read in the following binding order of precedence in the event of any ambiguity or conflict:

   1.1 The Formal Form of Agreement and Acceptance signed by both parties;

   1.2 The formal Letter of Award issued by the SGB;

   1.3 This Supply Agreement (Sections 19 to 36);

   1.4 The General Tender Document and Specifications;

   1.5 The Preferred Supplier's accepted Price Schedule (Schedule G); and

1.6 The Preferred Supplier's technical schedules and accepted written clarifications.

21. Commencement, Duration and No Automatic Renewal

1. This Contract commences on **1 February 2027** and continues until **31 December 2029**, covering the 2027, 2028, and 2029 school academic years.
2. This Agreement shall **terminate automatically by effluxion of time on 31 December 2029**. There shall be no tacit relocation, automatic renewal, or rollover of this Contract. Any future appointment must be preceded by a competitive public procurement process.

22. Nature of Appointment and Non-Exclusivity

1. **Non-Exclusive Status:** The appointment is strictly non-exclusive. The school does not guarantee that the Preferred Supplier shall be the sole retailer of uniforms, nor does it guarantee sales volumes, footfall, or turnover.
2. **Parental Freedom:** Parents and guardians are entirely free to purchase generic uniform items from any retailer and may choose between the school's appointed Dual Preferred Suppliers for branded garments.
3. **Independent Contractor:** The Preferred Supplier acts as an independent commercial retailer and has no authority to bind the school, incur liabilities on behalf of the school, or represent itself as an agent of the SGB.

23. General Obligations of the Preferred Supplier

1. The Preferred Supplier shall:

   1.1 Procure, manufacture, stock, and retail uniform items strictly in accordance with the Approved Samples, Approved Artwork, and technical specifications;

   1.2 Maintain valid CIPC registration, SARS tax compliance, public liability insurance, and retail store facilities throughout the Contract duration;

   1.3 Maintain adequate buffer stock across all standard sizes, with particular emphasis on peak back-to-school periods (November through January);

   1.4 Operate an accessible customer-facing retail outlet situated within the approved location radius, open during convenient commercial retail hours; and

   1.5 Comply with all applicable South African labour, employment, consumer protection, health, safety, and competition laws.

24. Retail Transactions, Invoicing and Price Integrity

1. **Direct Consumer Sales:** All uniform sales are concluded directly between the Preferred Supplier and individual parents. The Preferred Supplier bears all commercial, inventory, credit, and bad-debt risks associated with parent sales.
2. **Price Compliance:** The Preferred Supplier shall not charge any parent a price higher than the approved maximum contract price set out in Schedule G, as adjusted pursuant to Section 25.
3. **Promotions:** The Preferred Supplier may offer discounted promotional prices to parents, provided that discounted rates are made available equally and transparently to all parents without discrimination.

25. Price Adjustments and Calculations

1. Prices shall remain strictly fixed and firm for the initial twelve (12) months of the Contract, ending 31 December 2027.
2. Annual adjustments taking effect on 1 January 2028 and 1 January 2029 shall be calculated strictly using the annual percentage movement in the Statistics South Africa Consumer Price Index (CPI) for *Clothing and Footwear* (P0141).
3. The Preferred Supplier must submit its written adjustment calculation, accompanied by the official Stats SA publication, to the SGB by no later than 30 November preceding the adjustment date. No price adjustment shall be applied without the SGB's prior written approval.

26. Quality Assurance, Rejections and Corrective Action

1. The School reserves the right to inspect garments sold or displayed and compare them against the Approved Samples.
2. If any production batch deviates materially from the Approved Sample, exhibits substandard stitching, fails colourfastness, or displays distorted branding, the School may reject the batch.
3. Upon receiving written notice of rejection, the Preferred Supplier must immediately isolate defective stock, cease its sale, and replace non-compliant garments at its own expense within five (5) business days.

27. Intellectual Property and Trade Mark Licencing Controls

1. The School grants the Preferred Supplier a limited, revocable, non-exclusive, non-transferable licence to use the School Marks solely for the manufacturing and retail of approved uniform garments for Emmarentia Primary School.
2. The Preferred Supplier shall not use the registered trade mark symbol "®" unless and until the School delivers written confirmation that registration has been formally entered into the trade mark register by CIPC. Until such written notice is provided, the Preferred Supplier shall identify the insignia using the common-law symbol "™".
3. The Preferred Supplier shall not use the School Marks for any commercial purpose, product, or medium outside the direct scope of this Contract.
4. Upon expiry or termination of this Agreement, the licence shall terminate immediately, and the Preferred Supplier shall cease all use of the School Marks and deliver an inventory of branded stock to the School for controlled sell-through, de-branding, or disposal.

28. Consumer Protection and Customer Service Standards

1. The Preferred Supplier shall strictly uphold the 30-day exchange policy and the 6-month defective manufacturing warranty stipulated in Section 9 of the Tender Specifications.
2. The Preferred Supplier shall operate a formal, transparent complaints register. Any customer dispute referred by the School must be acknowledged within 24 hours and fully investigated and resolved within five (5) business days.

29. Personnel, Site Conduct and Child Safeguarding

1. Preferred Supplier personnel visiting the School premises must comply with all school security regulations, wear branded corporate identification, and behave with utmost professionalism.
2. Under no circumstances may any employee of the Preferred Supplier photograph, interact with, or be left alone with any learner without the express presence and written consent of school staff and parents.

30. Insurance, Risk and Indemnity

1. The Preferred Supplier shall obtain and maintain comprehensive public and product liability insurance of not less than R2,000,000.00 (two million Rand) per

occurrence for the duration of the Contract and shall submit proof of annual renewal to the SGB.

2. The Preferred Supplier indemnifies and holds harmless the School, the SGB, and its employees against any third-party claims, product liability claims, damages, losses, or legal costs arising directly from the Preferred Supplier's operations, supply of defective goods, breach of contract, or unlawful conduct.

31. Performance Reviews and Key Performance Indicators

1. The parties shall participate in quarterly operational reviews to evaluate service performance against the KPIs set out in Schedule K.

2. If the Preferred Supplier records three (3) material KPI failures within any rolling six-month period (e.g. repeated stock-outs during peak season, uncorrected defect rates exceeding 2%, or unaddressed customer complaints), such failure shall constitute a material breach of this Agreement.

32. Ethical Standards and Anti-Corruption Undertakings

1. The Preferred Supplier warrants that neither it nor any of its representatives has offered, given, or agreed to give any gift, inducement, kickback, or commercial commission to any School employee, SGB member, or procurement committee member.

2. Any breach of this ethical warranty shall entitle the school to terminate the Agreement immediately with summary effect and report the conduct to the relevant law enforcement and competition authorities.

33. Breach and Termination

1. If either party commits a material breach of this Agreement or fails to remedy such breach within ten (10) business days of receiving a written notice requiring remedy, the innocent party may terminate the Agreement without prejudice to its legal remedies.

2. The school may terminate this Agreement immediately with summary effect by written notice if the Preferred Supplier: 2.1 Becomes insolvent, files for business rescue, or is placed under liquidation; 2.2 Commits an act of fraud, bribery, or corruption; 2.3 Uses the School Marks in an unauthorised, unlawful, or disparaging manner; or 2.4 Engages in anti-competitive conduct or violates the Competition Act.

3. The school reserves the right to terminate this Agreement for convenience upon sixty (60) calendar days' written notice to the Preferred Supplier, provided that such termination is grounded on fair, lawful administrative reasons.

34. Force Majeure

1. Neither party shall be liable for failure or delay in performing its obligations where such failure arises from an event beyond its reasonable control, including natural disasters, declared state of disaster, civil commotion, or broad-scale utility failure.

2. Economic hardship, ordinary market inflation, currency fluctuations, or ordinary supply chain delays shall not constitute force majeure.

35. Dispute Resolution

1. Any dispute arising from this Agreement shall first be referred to informal executive negotiations between the School Principal and a senior director of the Preferred Supplier within ten (10) business days.

2. If the dispute remains unresolved, it shall be referred to the Chairperson of the SGB and the Chief Executive / Managing Member of the Preferred Supplier for final amicable resolution within a further ten (10) business days.

3. Should negotiations fail, the parties may agree to refer the dispute to voluntary mediation. Failing mediation, either party may institute legal proceedings in a competent court having territorial jurisdiction in Gauteng.

36. General and Formal Notices

1. This Agreement constitutes the complete and exclusive record of the agreement between the parties regarding its subject matter. No variation, amendment, or consensual cancellation shall have legal validity unless reduced to writing and signed by authorised representatives of both parties.

2. Formal notices shall be delivered by hand or sent by registered email to the physical and electronic addresses specified in the Form of Agreement (Schedule L).

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

PART E: RETURNABLE SCHEDULES AND COMPLIANCE FORMS

SCHEDULE A: FORM OF OFFER

TENDER REFERENCE: EPS/UNIFORM/2026-01 (RE-ADVERTISED) **DESCRIPTION:** APPOINTMENT OF PREFERRED SUPPLIERS OF SCHOOL UNIFORMS (THREE-YEAR CONTRACT: 2027–2029)

To: The School Governing Body, Emmarentia Primary School, Johannesburg

1. We, the undersigned tenderer, having examined the complete tender pack, specifications, draft supply agreement, and conditions of tender, hereby offer to perform the complete manufacturing, supply, customer service, and retail distribution of school uniforms for Emmarentia Primary School for a period of thirty-six (36) months in accordance with the terms, conditions, and prices set out in our completed submission.
2. We confirm our acceptance that the school intends to appoint **two (2) non-exclusive preferred suppliers** and that this appointment carries no monopoly, exclusivity, or guaranteed purchase volume.
3. We confirm that our offer remains valid, irrevocable, and open for acceptance by the SGB for a period of ninety (90) calendar days from the electronic closing date of 15 December 2026.
4. **Tenderer Details and Bid Price:**

Required Detail	Tenderer's Official Response
Registered Legal Name of Tenderer	
Trading Name (if different)	
CIPC Legal Registration Number	
SARS Income Tax Reference Number	
VAT Registration Number	

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

Required Detail	**Tenderer's Official Response**
Total Evaluated Price Basket (incl. VAT)	**R**
(Transcribed from Schedule G Basket Total)	*(In words):*

1. **Authorised Signatory:**

Name: _____

Capacity / Authority: _____

Signature: _____

Date: _____

Place Signed: _____

Witness Name: _____

Witness Signature: _____

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

SCHEDULE B: TENDERER PROFILE AND RETAIL PREMISES

Item	Information Required	Tenderer Submission
1	Registered Office Physical Address	
2	Operating Trading Address	
3	Customer-Facing Retail Store Address *(From which parents will purchase uniforms)*	
4	Measured Road Distance from School (km)	_____ km *(Attach Google Maps routing verification)*
5	Retail Store Operating Hours *(Weekdays)*	
6	Retail Store Operating Hours *(Saturdays)*	
7	Peak Season Hours *(Nov - Jan)*	
8	Primary Contact Person	Name: _____ Cell: _____ Email: _____
9	Escalation Manager for Complaints	Name: _____ Cell: _____

Item	Information Required	Tenderer Submission
		Email: _____
10	Website / Online Store URL	

SCHEDULE C: MANDATORY COMPLIANCE DOCUMENT CHECKLIST

Tenderers must indicate inclusion of each document and attach supporting evidence sequentially behind this checklist.

Ref	Returnable Document Description	Included? (Yes / No)	Page / Appendix Reference in Tenderer Pack
M1	Completed, signed Form of Offer (Schedule A)	[ ] Yes [ ] No	Appendix _____
M2	CIPC Registration Document & Current Disclosure Certificate	[ ] Yes [ ] No	Appendix _____
M3	Proof of Authority (Board Resolution / Power of Attorney)	[ ] Yes [ ] No	Appendix _____
M4	SARS Tax Compliance Status PIN Verification Letter	[ ] Yes [ ] No	Appendix _____
M5	Proof of Bank Account (Letter not older than 3 months)	[ ] Yes [ ] No	Appendix _____
M6	Proof of Physical Retail Address (Lease or Utility Bill)	[ ] Yes [ ] No	Appendix _____
M7	Relevant Garment Experience Schedule (Schedule D)	[ ] Yes [ ] No	Appendix _____
M8	Two (2) Client Reference Letters (Schedule E)	[ ] Yes [ ] No	Appendix _____

Ref	Returnable Document Description	Included? (Yes / No)	Page / Appendix Reference in Tenderer Pack
M9	Completed Size-Based Pricing Schedule (Schedule G)	[ ] Yes [ ] No	Appendix _____
M10	Physical Garment Sample Submission Register (Schedule H)	[ ] Yes [ ] No	Appendix _____
M11	Signed Independence & Non-Collusion Declaration (Schedule J)	[ ] Yes [ ] No	Appendix _____
M12	Signed Brand Licensing & Competition Undertaking (Schedule K)	[ ] Yes [ ] No	Appendix _____
M13	Public Liability Insurance Confirmation / Valid Quotation	[ ] Yes [ ] No	Appendix _____

SCHEDULE D: RELEVANT EXPERIENCE AND TRACK RECORD

Provide a record of school-uniform or commercial apparel supply contracts executed during the past five (5) years. Minimum requirement: 3 completed years.

No	Client / School Name	Description of Garments Supplied	Contract Period (Start - End)	Approximate Annual Turnover	Contact Person and Phone Number
1					
2					
3					
4					
5					

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

SCHEDULE E: CLIENT REFERENCES AND CONTACT DETAILS

Tenderers must list at least two (2) institutional clients who may be contacted to verify quality, on-time delivery, and service standards.

1. **Client Reference 1:**

- Organisation / School Name: _____
- Contact Person and Position: _____
- Telephone Number: _____ Email: _____
- Contract Description and Value: _____

2. **Client Reference 2:**

- Organisation / School Name: _____
- Contact Person and Position: _____
- Telephone Number: _____ Email: _____
- Contract Description and Value: _____

SCHEDULE F: TECHNICAL, SERVICE AND ACCESS RESPONSE

Tenderers must submit detailed written proposals addressing each of the following operational requirements:

1. **Quality Management System:** Describe your procedures for incoming textile inspection, pattern cutting, seam reinforcement, embroidery quality checks, defect segregation, and final batch inspection.

2. **Parent Access and Retail Setup:** Provide details of your customer-facing shopfront, parking capacity, number of private fitting rooms, public transport accessibility, and in-store customer service staffing.
3. **Peak-Season Logistics (November–January):** Detail your buffer stock inventory planning, peak staffing arrangements, extended retail hours, queuing management, and emergency replenishment turnaround times.
4. **Online, WhatsApp and Remote Ordering:** Describe your digital platforms, card payment security, home delivery lead times, and procedures for parents without internet access.
5. **Returns, Exchanges and Defect Management:** Set out your in-store exchange turnaround, no-quibble defect replacement policy, customer service workflow, and complaint tracking register.

SCHEDULE G: UNIFORM SPECIFICATION AND EVALUATED PRICE SCHEDULE

Pricing Instructions:

- Quote firm, VAT-inclusive retail unit prices for each size band across all thirteen (13) core apparel categories.
- Do not leave any blank fields. If an item does not apply to a specific size, enter "N/A".
- The evaluated basket total is the arithmetical sum of one unit of each standard size category line, utilised strictly for comparative scoring.

Line	Garment Item Description	Grade R / Smallest Size	Junior (6–10 Yrs)	Senior (11–13 Yrs)	Extended (14–16 Yrs)
1	Green & Grey Golf Shirt (Short Sleeve)	R	R	R	R
2	Green & Grey Golf Shirt (Long Sleeve)	R	R	R	R
3	Grey Tailored Shorts	R	R	R	R

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

Line	Garment Item Description	Grade R / Smallest Size	Junior (6–10 Yrs)	Senior (11–13 Yrs)	Extended (14–16 Yrs)
4	Grey Long Trousers	R	R	R	R
5	School Dress / Tunic / Pinafore	R	R	R	R
6	Grey Knitted Jersey / Pullover (with crest)	R	R	R	R
7	Emerald Green School Blazer (with crest)	R	R	R	R
8	Black School Socks (Pack of 3 pairs)	R	R	R	R
9	School Tracksuit Jacket (with embroidery)	R	R	R	R
10	School Tracksuit Pants	R	R	R	R
11	PE Green Sports T-Shirt / House T-Shirt	R	R	R	R
12	Black PE Shorts	R	R	R	R
13	School Rain Jacket / Fleece-Lined Winter Top	R	R	R	R

PRICING SUMMARY:

- Total Evaluated Size-Based Basket (inclusive of VAT): R _____
- Total VAT Included in Basket Total: R _____
- Standard Parent Home Delivery Surcharge (if applicable): R _____
- Free Delivery Order Threshold (if offered): R _____

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

SCHEDULE H: PHYSICAL SAMPLE SUBMISSION REGISTER

Tenderers must deliver physical garment samples to the School Administration Office by 13 January 2027 at 15:00 SAST and ensure this schedule is completed and signed upon handover.

Line	Item Description	Sample Size Submitted	Fabric Composition & Weight	Branding Method (Embroidery / Print)	School Receiver Initials
1	Golf Shirt (Short Sleeve)				
2	Golf Shirt (Long Sleeve)				
3	Grey Shorts				
4	Grey Long Trousers				
5	Tunic / Dress				
6	Knitted Jersey				
7	Emerald Green Blazer				
8	School Socks				
9	Tracksuit Jacket				
10	Tracksuit Pants				
11	PE / House T-Shirt				
12	Black PE Shorts				
13	Rain Jacket				

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

Samples Handed Over By Tenderer Representative:_____

Samples Received By School Representative:_____

Date and Time Received:_____

SCHEDULE I: RECORD OF PROPOSED DEVIATIONS AND QUALIFICATIONS

Tenderers must record any proposed deviation or qualification below. If none, write "NONE". Silence shall be construed as full and unconditional acceptance of all tender conditions.

Clause Number	Proposed Deviation or Qualification	Detailed Reason and Commercial Impact

---

SCHEDULE J: DECLARATION OF INDEPENDENCE, NON-COLLUSION AND INTEGRITY

I, the undersigned, in submitting this tender on behalf of _____, do hereby certify under oath that:

1. I have read, understood, and accept all the terms and conditions set out in this tender document.
2. The prices, figures, and technical offers contained in this bid have been arrived at independently, without consultation, communication, agreement, or arrangement with any competitor or competing tenderer.

3. The tenderer is not involved in any form of bid-rigging, collusive tendering, price-fixing, or market allocation arrangement.
4. No employee, governor, or representative of Emmarentia Primary School has any direct or indirect commercial or familial interest in the tenderer, except as fully disclosed hereunder: *Disclosures (write "NONE" if none):*_____
5. The tenderer has not paid, offered, or promised any bribe, gift, rebate, commission, or unlawful incentive to influence this procurement process.

Authorised Signature: _____
Name: _____
Capacity:_____

Date:_____

SCHEDULE K: SCHOOL MARK LICENSING, BRAND PROTECTION AND COMPETITION UNDERTAKING

The Tenderer hereby covenants and undertakes in favour of Emmarentia Primary School that:

1. It acknowledges the school's absolute proprietary ownership in all School Marks (name, crest, colours, and logo) and agrees that it shall acquire no title, ownership, or independent trademark goodwill therein.
2. If appointed as a preferred supplier, it shall use the School Marks strictly under a revocable, non-exclusive licence solely for the manufacture and retailing of approved uniform items for the school.
3. It shall not challenge, dispute, or assist any third party to challenge the school's intellectual property applications or common law rights.
4. It acknowledges and embraces the **Dual Preferred Supplier Model** established by the school. It covenants that it will not represent itself as an exclusive supplier, will not engage in anti-competitive exclusive dealing, and will not seek to prevent parents from purchasing compliant generic items from other commercial retailers.

5. It will maintain strict quality control, provide a 6-month defect warranty, uphold a 30-day exchange policy, and operate a responsive complaints resolution procedure.

Authorised Signature: _____
Name: _____
Date: _____

SCHEDULE L: FORM OF AGREEMENT AND ACCEPTANCE (DUAL PREFERRED SUPPLIERS)

FORM OF CONTRACT CONCLUSION

This Agreement is entered into between **EMMARENTIA PRIMARY SCHOOL** (acting through the SGB) and the **APPOINTED PREFERRED SUPPLIER** named below:

Contract Particular	**Agreed Contract Detail**
Appointed Supplier Legal Name	
Company Registration Number	
Appointed Supplier Trading Name	
Contract Status	Non-Exclusive Preferred Supplier (Dual-Award Framework).
Contract Commencement Date	**1 February 2027**
Contract Termination Date	**31 December 2029** *(Strictly terminating without automatic renewal)*.
Approved Retail Outlet Address	
Accepted Price Basket Total (VAT Incl.)	**R**

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

EXECUTION AND SIGNATURES

FOR AND ON BEHALF OF EMMARENTIA PRIMARY SCHOOL:

1. Name:_____

   Capacity: **Chairperson of the School Governing Body (SGB)**

   Signature: _____

   Date: _____

2. Name:_____

   Capacity: **The School Principal**

   Signature: _____

   Date: _____

FOR AND ON BEHALF OF THE APPOINTED PREFERRED SUPPLIER:

1. Name:_____

   Capacity: **Authorised Director / Managing Member**

   Signature: _____

   Date: _____

EMMARENTIA PRIMARY SCHOOL

, Cnr Hill Road, Emmarentia, 2195/ P.O.BOX 85021, Emmarentia, 2029 Telephone: 011 – 486 1023/4

SCHEDULE M: STATUTORY AND REGULATORY REFERENCES

The following regulatory guidelines and statutory instruments govern this procurement process and are incorporated herein by reference:

1. **Competition Commission of South Africa:** *Guidelines on the Procurement of School Uniform & Learning Materials* (incorporating FAQs and Circulars).
2. **Department of Basic Education / Government of South Africa:** *Circular on Exclusive Agreements in the Procurement of School Uniform* (Government Gazette No. 42053, Notice No. 1267).
3. **South African Schools Act 84 of 1996:** Governance, financial management, and contracting mandates of School Governing Bodies.
4. **Consumer Protection Act 68 of 2008:** Consumer rights, product quality warranties, returns, and fair marketing practices.
5. **Protection of Personal Information Act 4 of 2013 (POPIA):** Protection and lawful processing of customer and parent personal information.
6. **Statistics South Africa:** Consumer Price Index (CPI), Statistical Release P0141 (*Clothing and Footwear Index*).

[END OF RE-ADVERTISED TENDER DOCUMENT - REF: EPS/UNIFORM/2026-01]