



KWAZULU-NATAL PROVINCE

EDUCATION
REPUBLIC OF SOUTH AFRICA

Private Bag X9137, PIETERMARITZBURG, 3200
NED BUILDING, 228 PIETERMARITZ STREET Pietermaritzburg, 3200

Demand and Acquisition

Invitation to Tender – ZNB 0128E/2022/2023

KwaZulu-Natal– Department of Education

ZNB 0128E/2022/2023: REQUEST FOR PROPOSAL TO DEVELOP AND EXECUTE A PRIVATE LABEL FOR THE KWAZULU-NATAL DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS

The Department reserves the right to **cancel the bid**.

Pre-Qualification Criteria for Preferential Procurement

Bidders who meet the following undermentioned requirements will be considered:

- Bidders who are Level 1 or 2 BBBEE as per 4 (1) (a) of the PPPFA Regulations, 2017

An original or certified copy of a valid sworn affidavit or BBBEE certificate must be submitted with the bid.

Bidders who fail to meet the abovementioned requirement will be disqualified from further evaluation

Access to Bid Documents

Bid documents are available for downloading from the Departmental Website and the e-Tender Portal.

Information on Clusters of Schools is attached as a separate Annexure.

Briefing Session: **There will be no briefing session**

Queries relating to bid document may be addressed to Ms Nozizwe Makaula or Thandazile Thusi on the following e-mail addresses: Nozizwe.makaula@kzndoe.gov.za or Thandazile.thusi@kzndoe.gov.za by **28 November 2022**.

Closing of Bid:

The closing date and time for receipt of Tenders is on **08 December 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

Bid Box

228 Pietermaritz Street (Ex-NED Building)

Turnstile Entrance

Pietermaritzburg

3201

TABLE OF CONTENTS

CONTENTS		PAGE
COVERPAGE		1
TABLE OF CONTENTS		2
DEFINITIONS		3-4
CHECKLIST FOR BIDDERS		5-6
PART A	INVITATION TO BID (SBD 1)	7
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	8
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	9
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	10
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT AND UP TO DATE	11
SECTION D	OFFICIAL BRIEFING SESSION FORM	N/A
SECTION E	PRICING SCHEDULE (SBD 3.1)	12
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	13-14
SECTION G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)	15-24
SECTION H	CONTRACT FORM (SBD 7) - To be completed by successful bidder/s	N/A
SECTION I	GENERAL CONDITIONS OF CONTRACT	25-33
SECTION J	SPECIAL CONDITIONS OF CONTRACT	34-50
SECTION K	AUTHORITY TO SIGN THE BID	51-55
SECTION L	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	56
SECTION M	TERMS OF REFERENCE	57-70
	SUMMARY OF CLUSTERS OF SCHOOLS	71
ANNEXURE A	DETAILED INFORMATION ON OF CLUSTERS PER DISTRICT	Separate attachment

Definitions

1. **“Private Label”** means to provide procurement of all food items and other items non-food items specifically for use in the implementation of the programme; for the National School Nutrition Programme [NSNP] through the development and or execution of a private label (providing dedicated Department of Education packaging with a “Not for Sale” statement, doing requisition, placing orders, making deliveries, preparing inventories, doing stock control etc.) for the (3) three years from the commencement of the contract and coordinate, provide storage and distribution of the food items to be collected by service providers in the identified collection points/ stations/ retail places/ stores for onward delivery to cluster of the school by the contracted service providers for the KwaZulu-Natal Department of Education.
2. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 0128E/2022/2023**.
3. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 0128E/2022/2023**.
4. **Bidder** for purposes of this bid the bidder shall mean; “the company or entity which has tendered for this bid in singular or in conjunction with other companies for purposes of jointly executing the private label programme.
5. **“Collection Points”** means warehouses / shops / operational partners / access points where pre-packed monthly cluster baskets ready for collection and delivery to schools will be delivered and collected by service providers in each district.
6. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
7. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
8. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
9. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
10. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
11. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).
12. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
13. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
14. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen,
 - I) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - II) who is a female; and/or
 - III) who has a disability:
Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.

15. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
16. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
17. **“Person”** includes reference to a juristic person.
18. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
19. **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
20. **“Small Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
21. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2001.
22. **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
23. **“Youth”** mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER			
STANDARD BID DOCUMENTATION:			
PART A	INVITATION TO BID (SBD 1)	YES	NO
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	YES	NO
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	YES	NO
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	YES	NO
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	YES	NO
SECTION D	OFFICIAL BRIEFING SESSION FORM	N/A	
SECTION E	PRICING SCHEDULE (SBD 3)	YES	NO
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	YES	NO
SECTION G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)	YES	NO
SECTION H	CONTRACT FORM (SBD 7) - To be completed by successful bidder/s	N/A	
SECTION I	GENERAL CONDITIONS OF CONTRACT	YES	NO
SECTION J	SPECIAL CONDITIONS OF CONTRACT	YES	NO
SECTION K	AUTHORITY TO SIGN THE BID	YES	NO
SECTION L	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	YES	NO
SECTION M	TERMS OF REFERENCE	YES	NO
ANNEXURE A	SUMMARY OF CLUSTERS OF SCHOOLS	YES	NO
SCHEDULES / SUPPORTING DOCUMENTS:			
Schedule 1	A full CSD report not older than 1 month	YES	NO
Schedule 2	Proof of address of business / Utility Bill OR Signed Letter from Local Chief/Inkosi/ Ward Councilor (This should be in the name of the bidding entity and not of an individual)	YES	NO
Schedule 3	Detailed proposal	YES	NO
Schedule 4	Proof of delivery vehicle/s Log book/s for delivery vehicle/s - LDV and/or truck and/or a lease agreement signed by both parties in the event that the bidder is not the owner of the vehicle or Proof of financial assistance to purchase vehicle/s in the event of success in the bidding process.	YES	NO
Schedule 5	Submission of a Quality, Health and Safety Plan that talks to the delivery of food items for the National School Nutrition Programme and includes the following: Quality Plan, Health and Safety Plan, Risk Plan, Gas Delivery and Safety Plan, Document Management Plan and COVID-19 Food Delivery Safety Plan	YES	NO

Schedule 6	Detailed Proposal as per Clause 40 of the Special Terms and Conditions	YES	NO
Schedule 7	Hazard Analysis Critical Control Point (HACCP) Regulation R908	YES	NO
Schedule 8	ISO 2000 Goods Safety Management Practises	YES	NO
Schedule 9	A globally recognised Food Safety System Certificate (FSSC 22000)	YES	NO
Schedule 10	Certificate of Acceptability as per Regulation 368	YES	NO
Schedule 11	South African Pest Control Association	YES	NO
Schedule 12	Agreements for collection points	YES	NO
Schedule 13	A valid Occupational Health and Safety Compliance Certificate	YES	NO
Schedule 14	A valid letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA)	YES	NO
Schedule 15	Service certificate for fire extinguishers and/or proof of service in the last 6 months	YES	NO
Schedule 16	Proof of service for generator in the last 6 months	YES	NO
Schedule 17	A valid Service Level Agreement for Biometrics and CCTV cameras	YES	NO

SBD 1: PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 0128 E/2022/2023	CLOSING DATE:	08 DECEMBER 2022	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR PROPOSAL TO DEVELOP AND EXECUTE A PRIVATE LABEL FOR THE KWAZULU-NATAL DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Education					
Turnstile Entrance, First Floor: Bid Box					
NED Building					
228 Pietermaritz Street					
Pietermaritzburg					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms N Makaula		CONTACT PERSON	Ms T Thusi	
E-MAIL ADDRESS	Nozizwe.makaula@kzndoe.gov.za		E-MAIL ADDRESS	Thandazile.thusi@kzndoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects and must be accurately completed. Bidders must ensure that all questions are answered. If questions are not applicable, bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Where the bidder is required to respond with "Yes" or "No", the bidder is required to tick the appropriate answer. If an error is made, both Yes and No must be cancelled and initialed and the appropriate response must then be written next to the cancellation. Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures and company stamp must appear on all relevant sections of the document. **Failure to comply will result in the bidder being disqualified.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Where samples are required, bidders must not submit samples on the closing date and time of the bid. Samples will only be invited from bidders who are shortlisted in line with the evaluation process.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. The Department will not be opening bids in public during the closing of the bid. Received bids and prices will be published on the Departmental website within 10 days from date of closing.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
16. Bidder must initial each and every page of the bid document. **Failure to comply will result in the bidder being disqualified.**

I HAVE READ AND UNDERSTOOD THE SPECIAL INSTRUCTIONS AND NOTICES ABOVE.

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

COMPANY STAMP

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS
AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE
DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS
BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED
ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION E

PRICING SCHEDULE

ALL PRICES SHALL BE FIRM FOR ONE YEAR. PRICE INCREASES FOR EACH FINANCIAL YEAR SHALL BE 5% AND 3% FOR PRIMARY AND SECONDARY SCHOOLS RESPECTIVELY.

Name of bidder:	Bid number: ZNB 0128E/2022/2023
Closing Time: 11H:00am	Closing date: 08 DECEMBER 2022

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

	Primary Schools	Secondary Schools
Price per learner per day		

Prices are inclusive of all applicable taxes as well as delivery to and storage at the collection points.

Surname and initials of Representative

Date

Signature

Company Stamp

SECTION F

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.

2.2	Full Name	Identity Number	Name of State institution

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

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.

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 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 F 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 bid

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.

SECTION G

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** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

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

7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 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 least 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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

IMPORTANT NOTICE TO BIDDERS

SWORN AFFIDAVIT / B-BBEE CERTIFICATE

1. Bidders whose turnover is below R 10 million per annum are to complete the attached sworn affidavit for **B-BBEE Exempted Micro Enterprise (EME's)**. An EME is only required to obtain a sworn affidavit or Certificate issued by Companies and Intellectual Property Commission (CIPC) on an annual basis.
2. Bidders whose turnover is between R 10 million and R 50 million per annum are to complete the attached sworn affidavit for **B-BBEE Qualifying Small Enterprise**.
3. Bidders must therefore complete one of the attached sworn affidavits and not both.
4. In terms of the BBEE Commission, Exempted Micro Enterprises (EMEs) and black owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status.
5. The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
6. The Sworn Affidavit must be fully completed. Where a clause is not applicable, "N/A" must be indicated and the clause must not be left blank.
7. The date on which the deponent / bidder signs the sworn affidavit must be the same as the date of the Commissioner of Oaths.
8. Only bidders who are not Level 1 and 2 EMEs or QSEs may attach B-BBEE certificates. A B-BBEE certificate must be issued by a SANAs accredited body and must bear the SANAs logo.

FAILURE TO COMPLY WITH THE ABOVE WILL LEAD TO DISQUALIFICATION

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalization-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalization- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is 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:

- 8. 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 a cashier's or certified cheque.
- 9. 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.

10. Inspections, tests and analyses

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.

- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

11. Packing

- 11.1 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.
- 11.2 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.

12. Delivery and documents

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

13. Insurance

- 13.1 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.

14. Transportation

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

15. Incidental Services

15.1 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.

15.2 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.

16 Spare parts

16.1 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.

17 Warranty

17.1 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.

17.2 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.

17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

17.4 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.

17.5 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.

18 Payment

- 18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 18.2 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.
- 18.3 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.
- 18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

19 Prices

- 19.1 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.

20 Contract amendments

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

21 Assignment

- 21.1 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.

22 Subcontracts

- 22.1 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.

23 Delays in the supplier's performance

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 23.5 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.

23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

24 Penalties

24.1 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.

25 Termination for default

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

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

- 25.7 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.

26 Anti-dumping and countervailing duties and rights

- 26.1 When, after the date of bid, provisional payments are required, or antidumping 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.

27 Force Majeure

- 27.1 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.
- 27.2 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.

28 Termination for insolvency

- 28.1 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.

29 Settlement of Disputes

- 29.1 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.
- 29.2 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.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 29.5 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.

30 Limitation of liability

- 30.1 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.

31 Governing language

- 31.1 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.

32 Applicable law

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

33 Notices

- 33.1 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.
- 33.2 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.

34 Taxes and duties

- 34.1A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 34.2A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 34.3No 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.

35 National Industrial Participation (NIP) Programme

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

36 Prohibition of Restrictive practices

- 36.1 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).
- 36.2 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.

SECTION J

SPECIAL CONDITIONS OF CONTRACT

1. BID APPEALS TRIBUNAL

PLEASE NOTE:

As per Treasury Practice Note Number: SCM-07 of 2006 , any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Departmental Website and/or Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

Email: BAT secretariat@kzntreasury.gov.za

2. CONTRACT PERIOD

- 2.1 The contract period for this bid is 3 years (36 months) with an option to extend for a further 2 years (24 months).
- 2.2 The KwaZulu-Natal Department of Education reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

3. FALSE DECLARATION

- 3.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 3.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

4. VALIDITY OF BIDS

- 4.1 Bids must hold good for a period of **180 days** from the date of closing of the bid. However, circumstances may arise whereby the Department of Education may request the bidders to extend the validity period. Should this occur, the Department of Education will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

5. ACCEPTANCE OF BIDS

- 5.1 The Department of Education is not bound to accept the lowest or any portion of the bid and reserves the right not to award.
- 5.2 The financial standing of bidders and their ability to supply goods or render services may be examined before their bids are considered for acceptance.

6. COMPULSORY BRIEFING SESSION

There will be **NO** briefing sessions for this tender.

7. PRE-QUALIFICATION CRITERIA

7.1 Only bidders who meet the following prequalification criteria will be considered:

- A bidder having a Level 1 or 2 B-BBEE status (as per provisions of section 4 (1) (a) of PPPFA Regulations, 2017).

7.2 Bidders must submit an acceptable means of BBBEE verification.

7.3 Bidders who fail to meet the above-mentioned requirements or who submit incomplete or invalid sworn affidavits or BBBEE verification certificates will not be considered.

8. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

8.1 The Department will verify the Tax Compliance status of a bidder through the Central Suppliers database (CSD).

8.2 Bidders must ensure that their Tax matters are compliant on CSD.

8.3 Each party to a Joint Venture/Consortium must ensure that their Tax matters are compliant.

9. CENTRAL SUPPLIERS DATABASE (CSD)

9.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A full CSD report must be attached to the bid document.

9.2 A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

9.3 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database and must attached a full CSD report at the time of submitting the Bid.

9.4 A full CSD Report not older than one (1) month must be attached to the bid document.

9.5 All information supplied in the bid document must collate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times

9.6 Failure to comply with any of the above will result in the bidder being disqualified.

10. STATUTORY CHECKS

10.1 Central Suppliers Database

10.2 Tax Compliance Status

10.3 Business Registration

10.4 Tender Defaulting and Restriction Status

10.5 Persal Verification (Government employee)

Any violation or non-compliance with any of the above will lead to disqualification

11. ACCEPTANCE OF BIDS

11.1 The Department of Education is not bound to accept the lowest or any portion of the bid and reserves the right not to award

11.2 The financial standing of bidders and their ability to supply goods or render services may be examined before their bids are considered for acceptance.

12. PRICING

- 12.1 Prices quoted must be in South African Currency and be inclusive of all costs and taxes.
- 12.2 For the purposes of this bid, the price indicated will remain the same for the duration of the financial year and escalations will be done by the Department annually, with funds permitting.
- 12.3 Prices for year 2 and year 3 will escalate at 5% for primary schools and 3% for secondary schools as per the Conditional Grant Framework.
- 12.4 All calculations informing the pricing must be correct and calculated to the nearest two decimals. Where calculations are incorrect and/or incomplete and where the price is above the budget per learner, the bidder will be disqualified.

13. PURCHASE ORDERS

- 13.1 The service shall be rendered upon receipt of a written official purchase order from the Department of Education.

14. WARRANTS

- 14.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.
- 14.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

15. PAYMENT AND INVOICING

- 15.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 15.2 Payment will be made on a detailed billing statement based on stock that has been confirmed by authorized officials to be in the Central Warehouse / Distribution Centre.
- 15.3 The bidder shall invoice the Department for a maximum of 3 months' worth of non-perishable food items after confirmation of such by the authorized officials. If during inspection of stock the Department ascertains that the stock is for 1 or 2 months, the invoice and payment will be adjusted as such.
- 15.4 The bidder shall deliver perishable food items to collection points weekly and invoice monthly.
- 15.5 The Department shall effect payment against the invoice referred to in 15.3 and 15.4 above within 30 days.
- 15.6 The department shall not be responsible for payment of outsourced service providers. Payment shall be made only to the successful bidder executing the Private Label Programme.

16. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 16.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the departmental Bid Adjudication Committee and/or the Head of the Department.

17. CANCELLATION

- 17.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to bid.

18. COMPLETENESS OF THE BID DOCUMENT

- 18.1 The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures and company stamp should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms.

19. SUBMISSION OF BIDS

- 19.1 Bids are to be submitted to the offices of the Department of Education, Ex-NED Building 228 Pietermaritz Street, Pietermaritzburg between 08h00 to 16h00.
19.2 Late bids will not be accepted.
19.3 Documents submitted by Bidders will not be returned.

20. EXPENSES INCURRED IN PREPARATION OF BIDS

- 20.1 The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

21. COMPUTERIZED BID DOCUMENTS

- 21.1 Submission of reproduced computer printouts or faxed bid documents will not be accepted

22. LATE BIDS

- 22.1 Bids are late if they are received at the address indicated in the bid document after the closing time.
22.2 The bid box will be sealed off at 11:00 am and bidders are therefore advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid
22.3 Late bids shall not be considered

23. NOTIFICATION OF AWARD OF BID

- 23.1 The publication of an award will be advertised in the same media as the invitation to bid.
23.2 Notification of award shall be in writing to the successful bidder.
23.3 The letter of acceptance of the bidder's offer or an official purchase order note constitutes a legal and binding contract.

24. CONTRACT/ SERVICE LEVEL AGREEMENT

- 24.1 The successful bidder will be required to sign SBD 7.1- contract form of the bid document with the KwaZulu-Natal Department of Education
24.2 The bid document constitutes a legal document and the binding contract
24.3 Where necessary the Department may request a Service Level Agreement to be signed.

25. QUERIES FROM THE BIDDERS

- 25.1 Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **28 November 2022**.
Ms Nozizwe Makaula at nozizwe.makaula@kzndoe.gov.za
Ms Thandazile Thusi at thandazile.thusi@kzndoe.gov.za

26. JOINT VENTURES/CONSORTIUM

- 26.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 26.2 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
- 26.3 Parties to the JV/Consortium must all sign the JV Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 26.4 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:-
 - 26.4.1 Bank account to be used for the purpose of this Bid or Contract.
 - 26.4.2 authorized representative and signatory.
 - 26.4.3 Authorized letterhead, address, etc.

27. COMMUNICATION, MEDIA RELEASES, ETC

- 27.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, cause any statement or advertisement to be printed screened or aired by the media.

28. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 28.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:
 - 28.1.1 at the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;
 - 28.1.2 at the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
 - 28.1.3 contravention of paragraph 28.1.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

29. UNDERTAKING

- 29.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, it's:-
- 29.1.1 Directors, shareholdings, membership and/or management;
 - 29.1.2 Constitution, memorandum and/or articles;
 - 29.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.1.4 HDI, BEE and/or SMME status;
 - 29.1.5 Locality of principle place of business, branch offices and/or warehouses;
 - 29.1.6 Any changes ancillary to the above;
- 29.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 29.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, *inter alia*, the following:-
- 29.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 29.3.2 Constitution, memorandum and/or articles; trustee;
 - 29.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.3.4 HDI, BEE and/or SMME status;
 - 29.3.5 Locality of principle place of business, branch offices and/or warehouses;
 - 29.3.6 Any changes ancillary to the above;
- 29.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 29.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -
- 29.5.1 Has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
 - 29.5.2 Has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
 - 29.5.3 Has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
 - 29.5.4 Has died or ceased to exist;
 - 29.5.5 Has a civil judgment taken against it/them by a court of law or any other competent authority;
 - 29.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
 - 29.5.7 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -34.5.8 Immediately cancel the contract;
 - 29.5.8 Revisit the contract and issue directives with regard to the remaining term of the contract;
 - 29.5.9 Engage the services of other parties and service providers;
 - 29.5.10 Engage the service of the next favourable bidder;
 - 29.5.11 Exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
 - 29.5.12 Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;

- 29.5.13 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 29.5.14 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

30. CESSION OF BID

- 30.1 Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department of Education in conjunction with the KZN Provincial Treasury.

31. OUTSOURCED SERVICES

- 31.1 It may be possible that bidders may not provide all the required services and/ or products in-house and therefore have services rendered or products produced by a third party on behalf of the bidder. Should that be the case, then bidders should indicate so in their proposals and provide a comprehensive list of services and the names of companies providing such services or to which the service will be outsourced.
- 31.2 Bidders must attach certified legible copies of the respective contracts from the outsourced companies in the proposal.
- 31.3 The prospective bidder must ensure that services outsourced are compliant with all the legal and regulatory requirements of food processing and handling industry. It is therefore a requirement that compliant and well capacitated service providers are utilized for outsourced services.
- 31.4 Failure to comply with the above will lead to disqualification.

32. CONSOLIDATION OF REQUIREMENTS

- 32.1 The department will, through a separate bid, appoint service providers to procure food items on behalf of schools and at the instruction of NSNP from the Private Label Programme and supply the food items to clusters of schools.
- 32.2 Each service provider shall on behalf of the schools place a purchase order for the entire financial year for all the items required.
- 32.4 The successful bidder for the Private Label Programme shall be responsible for consolidating the required food items from all the approved service providers, reconcile the consolidated requirements to ensure that there are no shortages or unnecessary surpluses and/or that such shortages and surpluses are known in advance and managed accordingly.

33. SERVICE PROVIDER MANAGEMENT

- 33.1 The successful bidder must interact and provide support to all service providers appointed by the Department to procure on behalf of schools and at the instruction of NSNP Unit from the Private Label Programme to ensure that there is limited interruption of deliveries.
- 33.2 Performance monitoring must be in place and where there are any defaults, these must be brought to the attention of the Department for corrective measures. The bidder will be required to provide reports to enable the Department to monitor and ensure that all service providers appointed by the Department only procure from the Private Label Programme.

34. PROCUREMENT OF FOOD ITEMS

- 34.1 The successful bidder will be responsible for bulk purchasing; financing, appropriate storage, packaging and distribution of all required food items.
- 34.2 Products and/or services will be procured through international, national and local suppliers /small farmers who meet the minimum quality requirements.
- 34.3 The successful bidder is encouraged to prioritize local suppliers / farmers and where local suppliers / farmers are unable to meet the demand, the successful bidder may procure from other producers who also meet the minimum quality requirements or engage the services of such a group in the value chain and in the process promote affirmative procurement and prioritize previously disadvantaged groups.
- 34.4 The department may assist the appointed service provider with the identification and determination of the affirmative suppliers whose product and/or service meet the minimum quality requirements.
- 34.5 A report to this effect shall be submitted quarterly or as and when requested by the Department.

35. CONFIRMATION FROM SUPPLIERS / MANUFACTURERS

- 35.1 Bidders must submit written confirmation from suppliers / manufacturers that the nutritional value of the non-perishable and perishable food items listed below is compliant with the NSNP specifications detailed in this bid.

<u>Non – perishables:</u>	a)	Fortified Maize Meal
	b)	Rice
	c)	Samp
	d)	Soya – as per the specification of the Department
	e)	Canned Fish
	f)	Sugar Beans
	g)	Salt
	h)	Curry Powder
	i)	Spices
	j)	Cooking Oil
	k)	Instant Porridge

<u>Perishables:</u>	a)	Pasteurized Maas / Amasi
	b)	UHT Milk
	c)	Green Vegetables (Cabbage / Spinach / Green Beans)
	d)	Yellow Vegetables (Carrots / Butternut)
	e)	Fruits in Season (Banana, Orange, Pear, Apples, etc)

36. REQUIREMENTS FOR THE CENTRAL FOOD WAREHOUSE

- 36.1 The warehouse offered must be a food grade warehouse.
- 36.2 It must be active or must have been in operation within the past 12 months. It must also be in a position to be fully operational within a month from date of appointment.
- 36.3 The warehouse must be at least 35 000 m² in size.

- 36.4 The warehouse must have a back-up electricity system e.g. an industrial generator or solar system.
- 36.5 There must be a security system to monitor all movements in the warehouse i.e. biometrics and CCTV cameras.
- 36.6 The warehouse must have a fully functional fire detection system and fire extinguishers.
- 36.7 The bidder must have full comprehensive insurance of a minimum of R100 million to cover both the warehouse and goods.
- 36.8 The warehouse must be certified to comply with Occupational Health and Safety Standards.
- 36.9 The warehouse must have hysters and/or fork lifters with certified drivers.
- 36.10 The physical address for the warehouse to be visited for verification purposes:

- 36.11 Failure to provide a valid address for the warehouse will lead to disqualification.

37. COLLECTION POINTS

- 37.1 The bidder must have uninterrupted access to warehouses / shops which must serve as collection points where pre-packed monthly cluster baskets ready for collection and delivery to schools by the appointed service providers will be delivered and collected in each district.
- 37.2 The collection points may be warehouses or through operational partners or identified access points throughout the twelve (12) education districts that adhere to all 368 Regulations in terms of the food value chain and cold storage.
- 37.3 The collection points must have adequate parking and loading zones for a minimum of 20 vehicles. There must also be fully functional administration offices for processing deliveries and collections.
- 37.4 The table below indicates the areas / towns where there must be Collection Points within each district. The collection points must be within the tabled areas or may be within a 50km radius from the areas. The areas below are minimum areas that must have collection points and are not conclusive and the bidder must include a proposed plan of collection points in their proposal. It is expected that the bidder must also indicate the clusters which will be serviced by each Collection Point.

37.5 Failure to comply with the above will lead to disqualification.

District	Central Towns / Villages / Local Economic Hubs
Amajuba	Newcastle, Utrecht and Dannhauser
Harry Gwala	Umzimkhulu, Ixopo, Kokstad, Donnybrook, Bulwer
Ilembe	Stanger, Ndwedwe, Maphumulo, Mandeni
King Cetshwayo	Empangeni, Eshowe, Inkandla, Gingindlovu, Melmoth
Pinetown	Pinetown, Hammarsdale, Verulam, Inanda, Hillcrest, KwaMashu, Thongathi
District	Central Towns / Villages / Local Economic Hubs
Ugu	Umzumbe, Portshepstone, Ezingoleni, Umzinto, Harding, Highflats
Umgungundlovu	Impendle, Richmond, Pietermaritzburg, Mooi River, Wartburg
Umkhanyakude	Manguzi, Bhambanana, Ingwavuma, Jozini, Mkhuze, Mbazwana, Hluhluwe, Hlabisa, Mtubatuba
Umlazi	Umlazi, Umbumbulu, Isipingo
Umzinyathi	Dundee, Nquthu, Msinga, Kranskop
Uthukela	Ladysmith, Estcourt, Bergville
Zululand	Ulundi, Vryheid, Phongola, Nongoma, Paulpietersbug

38. **COMPLIANCE WITH THE LEGAL AND REGULATORY FRAMEWORK**

The appointed bidder is expected to be in full compliance with all the statutory and regulatory framework governing the production, storage distribution/transportation of food.

- 38.1 Occupational Health & Safety Act
- 38.2 Hygiene Regulations R918
- 38.3 Hazard Analysis Critical Control Point (HACCP) Regulation R908
- 38.4 South African Food Based Dietary Guidelines
- 38.5 Infection Prevention and Control Policy
- 38.6 Foodstuffs, Cosmetics and Disinfectant Act
- 38.7 Regulation related to fortification of certain foodstuff R504
- 38.8 Agricultural Product Standards Act 119 of 1990
- 38.9 International Health Regulations Act 28 of 1974
- 38.10 Generally Modified Organisms Act 25 of 1997
- 38.11 Standards Act 29 of 1993 and regulations
- 38.12 Regulations relating to milking sheds and the transportation of milk; Government Notice 1256 of June 1986 as amended
- 38.13 Dairy Products Government Notice R2581 of 20 November 1987
- 38.14 Regulations relating to the labelling and advertising of foodstuffs under Act 54 of 1972
- 38.15 Hazardous Chemical Substances Regulations 1995
- 38.16 National Road traffic Regulations for Dangerous Goods
- 38.17 General Safety Regulations 1986
- 38.18 Meat Safety Act, 2000
- 38.19 Animal Disease Act, 1984

Care must be taken to comply with the following regulatory requirements:

- 38.20 South African National Standards (SANS) 049:2001 "Code of Practice Food Hygiene Management"
- 38.21 SANS 10049; Food Hygiene Management
- 38.22 SANS 22000; Food Safety Management System
- 38.23 SANS 587 of 1957; Act 54 of 1972
- 38.24 SANS 10133; the application of pesticides in food handling, food processing and catering establishments.

39. **AWARDING**

39.1 The Department of Education intends to award based on a cost per learner per day.

39.2 **Criteria for breaking deadlock in scoring**

39.2.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

39.2.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

39.2.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

39.3 It is the obligation of the Department to ensure the provision of nutritious meal to the learners. Bidders should note that any appeal against the award does not constitute the waiver of the right of learners. Where appeals have a potential to infringe on the rights of learners, the Department shall utilize the award to prevent the infringement of the right of learners.

40. **SERVICE PROVIDERS EXPERIENCE / PROFILE**

The proposal should demonstrate that the service provider has wide experience and in-depth knowledge in the field of FMCG. The following requirements comprising documents and certificates are compulsory for bidders to submit in their proposal. Failure to submit any one of the listed documents will lead to disqualification.

1. Bid Entity Profile with key staff, owners/directors demonstrating a national and international footprint, Clearing, Shipping and Forwarding Experience
2. Proposal must demonstrate experience and in-depth knowledge in the FMCG industry
3. Reference letters with traceable and contactable previous and current clients where private label has been and still is executed must be included
4. The proposal must demonstrate compliance to policies and regulations relating to South African Food Standards and Safety (SAFSS) in relation to traceability of food from farm to fork as well as have clear systems in place for recalling food items in the event that the food is contaminated
5. Demonstration of sourcing strategy and procurement capabilities including affirmative procurement
6. Demonstration of knowledge and capability of dealing with consumer-packaged goods
7. Proposal must include details of outsourced services/products and the names of respective companies providing such services/products accompanied by relevant agreements
8. Capability and experience in design, developing and printing of in house brands / private label
9. The proposal must demonstrate that the bidder has guarantees of the required stock quantities and must also place forth unconditional guarantees that stock shortages will be mitigated for the duration of the contract. Written guarantees must be submitted for all food items listed under perishable, non-perishable food items and gas.
10. Proposal must demonstrate access to a Food Grade Warehouse – minimum size $\pm 35\,000\text{m}^2$ certified with the relevant departments and complying with relevant regulations and complying (Refer to Clause 36 of the Special Terms and Conditions)
11. Proposal must demonstrate access to Collection Points that adhere to 368 Regulations in terms of value chain and cold storage in all 12 districts of the province and must reflect a comprehensive understanding that the bidder is going to set up or already has operational partners or stations or access points throughout the twelve (12) education districts where the cluster baskets will be delivered and collected by clients as per their annual pre-orders. (Refer to Clause 38 of the Special Terms and Conditions)
12. The proposal must include a comprehensive distribution model that the bidder will utilize to manage all

Logistics and Distribution activities in all Districts
13. Proposal must include detailed project plans and timelines specific to the needs of the Department and the National School Nutrition Programme
14. The proposal must reflect a comprehensive understanding that the bidder must keep consistent and accurate communication lines with all relevant stakeholders
15. Proposal must demonstrate an electronic tool which will be used to manage the whole process and which includes the following: <ul style="list-style-type: none"> (a) catalogue, data information and reporting (b) requisition information and reporting (c) delivery status reports (d) Inventory Reports (e) Financial Reports

41. **EVALUATION CRITERIA**

The evaluation criteria will consist of the following steps:

Step 1: Prequalification criteria

Check and verify compliance with the Prequalification Criteria viz. B-BBEE Level 1 or 2 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017).

An original or certified copy of a valid sworn affidavit or BBBEE certificate must be submitted with the bid. **Failure to comply with the above will lead to disqualification.**

Step 2: Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step two will lead to disqualification. The following documentation must be completed, each page initialed, stamped (where applicable) and submitted on the closing date.

Compulsory Bid Forms	
Part A	Invitation to Bid
Part B	Terms and Conditions for bidding
Section A	Special instructions regarding completion of bid
Section B	Registration on central suppliers' database
Section C	Declaration that Information on Central Suppliers Database is correct and up to date
Section E	Price Schedule (SBD 3.1)
Section F	Bidder's Disclosure (SBD 4)
Section G	Preference Points Claim Form (SBD 6.1) and Sworn Affidavit Forms
Section I	General Conditions of Contract
Section J	Special conditions of contract
Section K	Authority to sign a bid
Section L	Certificate of compliance with bid documentation
Section M	Terms of reference/ Specification
Annexure A	Cluster of Schools

Step 3: Submission of Schedules (Supporting Documents)

Check and verify the submission of original or certified copies of supporting documents. Copies must be eligible and certification should not be older than 3 months. Failure to submit any of the required supporting documents or submission of non-compliant supporting documents will lead to disqualification.

No.	Compulsory Returnable documents
Schedule 1	A full CSD report not older than 1 month
Schedule 2	Proof of address of business / Utility Bill OR Signed Letter from Local Chief/Inkosi/Ward Councilor (This should be in the name of the bidding entity and not of an individual)
Schedule 3	Detailed proposal
Schedule 4	Proof of delivery vehicle/s Log book/s for delivery vehicle/s - LDV and/or truck and/or a lease agreement signed by both parties in the event that the bidder is not the owner of the vehicle or Proof of financial assistance to purchase vehicle/s in the event of success in the bidding process.
Schedule 5	Written confirmation for a credit facility of a minimum value of R 500 million from a registered financial institution or with their supplier/s to cover the project.
Schedule 6	Submission of a Quality, Health and Safety Plan that talks to the delivery of food items for the National School Nutrition Programme and includes the following: 1. Quality Plan, 2. Health and Safety Plan, 3. Risk Plan, 4. Gas Delivery and Safety Plan, 5. Document Management Plan and 6. COVID-19 Food Delivery Safety Plan
Schedule 7	Detailed Proposal as per Clause 40 of the Special Terms and Conditions
Schedule 8	Hazard Analysis Critical Control Point (HACCP) Regulation R908
Schedule 9	Most recent NSF Food Safety Audit Report
Schedule 10	A globally recognised Food Safety System Certificate (FSSC 22000)
Schedule 11	Certificate of Acceptability as per Regulation 368
Schedule 12	South African Pest Control Association
Schedule 13	Agreements or letters of undertaking for collection points
Schedule 14	A valid Occupational Health and Safety Compliance Certificate
Schedule 15	A valid letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA)
Schedule 16	Service certificate for fire extinguishers and/or proof of service in the last 6 months
Schedule 17	Proof of service for generator in the last 6 months
Schedule 18	A valid Service Level Agreement for Biometrics and CCTV cameras
Schedule 19	Asset Register

Step 4 – Physical Verification

Physical verification of warehouses for bidders who comply with Step 1, Step 2 and Step 3.

Failure to comply with the above will lead to disqualification from further evaluation.

Step 5: Functionality

Bidders who comply with Step 1, Step 2, Step 3 and Step 4 will be scored on the functionality criteria tabled below.

CRITERION	WEIGHT 145	SCORING	MEANS OF VERIFICATION
Company Experience in FMCG industry	20 Points	Provide experience in the bulk purchase and distribution of fast-moving consumer goods a) More than 5 years (20 points) b) 3 to 5 years (10 points) c) 1 to less than 3 years (5 points) d) non-submission or experience below 1 year (0 point)	Reference letters indicating FMCG -related or similar projects successfully completed Reference letters must be on letter heads, signed and must include contactable details of the references.
Food Grade Warehouse / Collection point	20 Points	a. Proof of ownership or proof of leasing Food Grade Warehouse facility with a minimum of at least 35 000 m ² (5) b. Proof of existence of Food Grade collection points in all the 12 education districts (5) c. Proof of warehouse and content full comprehensive insurance or quotation of a minimum of R 100 million not older than 3 months (5) d. Occupational Health and Safety (OHS) compliant certificate (5) Failure to score maximum points for this criterion will lead to disqualification	a. A title deed or a valid lease agreement signed by both parties as confirmation of the warehouse facility based on the requirements listed b. A title deed or a valid agreement signed by both parties as confirmation of collection points c. Proof of full comprehensive insurance cover or quotation for both warehouse and contents d. Valid OHS compliant certificate

Detailed project plan with timelines	50 Points	<p>Submission of a detailed project plan with timelines for the project of establishment and execution of the Private Label Programme demonstrating the milestones (time, resources, systems, risk management, quality assurance, etc) for the end-to-end value chain including the following:</p> <p>a) Bulk Purchasing (10) Describe the process of:</p> <ul style="list-style-type: none"> • consolidation of required food items from all the cluster of schools • Order placement system with timelines for perishables and no-perishables. • Receiving, storage and Inventory management • Collection points management <p>b) Food Packaging (10)</p> <ul style="list-style-type: none"> • indicate the size of the package for each food item. • Detail the process to package for each cluster of schools to be provided with food items and clearly label the name of client to collect the cluster basket • detail plans to package and distribute to collection points <p>c) Labelling (10) Provide full description of the facility and process for labelling</p> <p>d) Logistics and distribution(10)</p> <ul style="list-style-type: none"> • Provide a comprehensive plan and process for Logistics and Distribution activities in all Collection Points; • Describe distribution capacity in all collection points inclusive of Cold Chain Logistics for Perishables <p>e) Collection Points(10)</p> <ul style="list-style-type: none"> • Indicate the clusters which will be serviced by each Collection Point 	Detailed project plan
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		<ul style="list-style-type: none"> • Provide full description of collection processes including the loss prevention strategy • Collection monitoring mechanism 	
Electronic Tool	25 Points	<p>Proposal must describe details of an electronic tool which will be used to manage the whole process including but not limited to the following:</p> <p>(a) catalogue, data information and reporting (5)</p> <ul style="list-style-type: none"> ➤ Catalogue items as determined and approved by the Department. ➤ Capturing of enrolment per school, per food item against items ordered. ➤ Analysis of catalogue distribution at various levels that is Ward, Circuit, District, and school levels. <p>(b) requisition information and reporting(5):</p> <ul style="list-style-type: none"> ➤ On-time Analysis of PODs submission per school ➤ Quality assurance on requisition errors and corrections ➤ Requisition detail against school PODs <p>(c) delivery status reports (5):</p> <p>The proposal must detail on time delivery status of food items at the level of the school indicating requisition value, order value, percentage delivered, value delivered outstanding deliveries and balance.</p> <p>(d) Inventory reports(5)</p> <p>The E-tool should produce on time report of the inventory.</p> <p>(e) Financial report(5)</p>	Screenshots and live demonstration during site visit

		Proposal must detail on time report of the expenditure patterns.	
Quality, Health and Safety Plan	30	The Quality Health and safety plan should comprise of the following: Quality Plan (5) , Health and Safety Plan (5) , Risk Plan (5) , Gas Delivery and Safety Plan (5) , Document Management Plan (5) and COVID-19 Food Delivery Safety Plan (5)	Detailed Quality, Health and Safety Plan

Step 6: Preferential Point Evaluation

This bid will be evaluated using the 90/10 preference point system.

Bidders must comply with SBD 6.1 Declaration form to claim preference points.

SECTION K

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:.....

WITNESSES:

1.....

2.....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on..... 20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorized to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading

as

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
hereby authorizeto sign this bid as well as any contract resulting from the bid and any
other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all
documents in connection with this bid on behalf of (Name of co-operative)

.....
SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....
IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION L

Certificate of Compliance with Bid Documentation

It is certified that I/We

(Name of bidding entity)

- 1) have read through and fully understood all the requirements of the Bid Documents and any other associated documents.
- 2) am/are willing to submit the Bid based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Bid document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

NAME AND SURNAME IN BLOCK LETTERS: _____
(Duly authorized)

DESIGNATION: _____

SIGNATURE: _____

DATE: _____

SECTION M

TERMS OF REFERENCE/ SPECIFICATIONS

1. INTRODUCTION

The National School Nutrition Programme (NSNP) has the mandate of providing nutritious meals to needy learners in public schools. There are currently 2 444 685 learners enrolled in the Programme in 5447 schools. The Programme is mandated to provide meals to learners in quintile 1, 2 and 3 primary and secondary schools as well as identified specials schools in line with the NSNP Conditional Grant Framework. Notwithstanding the stipulations of the Grant Framework and the budgetary constraints faced by the Programme within the province, the NSNP further accommodates needy learners in targeted quintile 4 and 5 schools.

2. BACKGROUND

School Feeding Programmes (SFP) have a long history in developed countries, where they were among the first social protection programmes to emerge at the beginning of the 20th century. In South Africa, the notably SFP; was introduced in the early 1940's. It supplied free milk only for White, Indian and Coloured schools. According to Tomlinson (2007), this programme provided fortified biscuits, nutrient supplementation or full meals.

The democratic government extended the SFP to include all learners irrespective of race but the focus was initially on primary schools and later extended to include learners in other grades. Throughout the development cycle the programme changed to focus more on the nutritious meals then just *feeding*. Hence it was changed from SFP to National School Nutrition Programme (NSNP). This then meant movement for the provision of bread-based food, i.e. bread, jam and a nutritional drink to a daily hot cooked meal. This shift also impacted on the menu options and cost of providing meals to each learner.

The NSNP provides nutritious meals to **2 444 685** learners in **5 447** schools throughout the province. This accounts for **83%** of learners in public primary, combined, secondary and special schools in the province that are benefitting from the programme.

One of the biggest with the NSNP is to ensure the continuous provision of quality food at competitive rate. The identified solution is not only the bulk purchasing of the food items but to remodel the NSNP supply chain. It is for this reason that the Department intends to develop

and execute a private label for food supply to schools.

3. REQUEST FOR PROPOSAL

The department invites suitably qualified and experienced service provider, preferably in the Fast Moving Consumer Goods (FMCG), to submit proposals for the bulk procurement of food items for NSNP and package all food items for the cluster of schools and have all transported to a network of collection sites with compliant infrastructure for FMCG in order that service providers can collect the pre-packaged food items for each school within their cluster.

4. SCOPE

The scope of work for the contract shall cover the following:

- (i) Bulk purchasing of food items;
- (ii) Package food items according to the requirements of the Department;
- (iii) Label the food items in a manner specified by the Department and,
- (iv) Warehousing;
- (v) Inbound and outbound logistics management;
- (vi) Transport it to a network of collection points located in the 12 districts of the Department

5. BASIS FOR THE PROJECT

The need to develop and execute a private label is necessitated by the need to mitigate numerous risks and constraint factors including the complexity of the service delivery landscape. Furthermore, the geographical spread of schools (and their uniqueness) alone; makes the provision of basic education, to be a complex matter. The delivery of basic education to learners struggling with the burden of poverty and malnutrition, further compound this complexity. Regrettably, this is the context within which the NSNP operates, which spans the political, and educational landscape. Within this context, there are three key binding constraints for effective implementation of the NSNP, and they are:

5.1 No traceability

The Acts and regulations that govern, and guide the NSNP; require that there is traceability of food items marketed for the NSNP, from the manufacturer/farm to the plate. And, the NSNP compliance to policies and regulations relating to South African

Food Standards and Safety (SAFSS) is to ensure that nutritious meals are served to learners i.e., doing due diligence on quality control and on behalf of the learners. However, the approach used by KZN DoE leaves no room for conducting internal due diligence on the quality of the food items supplied and delivered to schools for learners. This not only suffers compliance with statutory requirements, but also; makes learners susceptible to illness related to food items such as food poisoning.

5.2 Stock shortage

Now and again, the NSNP experience the shortage of stock. A case in point; is the recent shortage of pilchards, sugar beans and amasi. Stock shortage translates into a critical; and sensitive issue of food insecurity. Because of the stock shortage, the NSNP cannot implement the approved menu for learners. Since the NSNP is securing food for the poorest of the poor; it is important that stock is always guaranteed and available for learners. The unavailability of stock may lead to serious nutrient deficiency in learners. Table 4 shows conditions of malnutrition and their effects on learning.

Table 1: Conditions of malnutrition and their effects on learning

CONDITIONS OF MALNUTRITION AND THEIR EFFECTS ON LEARNING			
Conditions		Clinical signs	Effects on education
Vitamin deficiency (VAD)	A	Night blindness and sometimes total blindness. Higher risk of infection. Measles and other infections make it worse.	Sees poorly in dim light; often sick and absent; doesn't do well at school.
Iodine deficiency		Goitre (swollen thyroid gland in the throat); slow growth and brain development; higher risk of infection.	Often sick; problems with learning and also with speaking (deaf mutism)
Vitamin deficiency	B	Severe/chronic weak muscles, paralysis, mental confusion, nervous disorders, digestive problems, cracked skin, severe anaemia, heart failure.	Clumsy (poor motor control); pain in legs; learning difficulties; frequent absences.
Over-weight/Obesity More food energy in than out		Slow; high cholesterol and blood pressure; chronic diseases in adulthood.	Little interest and (at the worst) finds it hard to move around
Parasites especially infections	worm	Poor growth; diarrhoea and dehydration; nutrient deficiencies	Tired and weak; often absent.

5.3 Food price increase

Food prices have increased astronomically high due to strictures imposed by the COVID-19 pandemic and other reasons. However, the rate per learner per day is constant for a year, and warehouses and shops where service providers procure products marketed for NSNP, increase their prices at least four times a year. **Table 2** shows the food price increase.

Table 2: Food Price increase over time

Food item	Raw quantity	Price increases over time (18 months' intervals)						
		Nov '19	June '20	Sept '20	Jan '21	June '21	Total	% Inc rea
Pasteurized Milk or Amasi	4L	R35.99	R38.00	R38.69	R38.99	R42.9	R7,00	19,5%
Maize meal	10kg	R54.99	R56.99	R57.99	R61.99	R61.9	R7,00	12,7%
Fruit in Season	Medium (160g)	R1.35	R1.44	R1.60	R1.85	R2.20	R0,85	62,9%
Sugar Beans	10kg	R85.99	R88.99	R119.99	R132.99	R145.	R60,0	69,8%
Samp	10kg	R52.99	R54.99	R56.99	R60.99	R60.9	R8,00	15%
Soya Mince Relish	10kg	R112.51	R116.51	R133.90	R133.90	R135.	R23,1	20,5%
Rice	10kg	R102.99	R107.99	R112.99	R113.98	R114.	R11,9	11,6%
Pilchards	400g	R13.17	R14.17	R15.67	R15.99	R16.6	R3,50	26,5%
Average							R15,1	21%

6. THE PRIVATE LABEL PROGRAMME (PLP)

6.1 The aim of establishing the Private Label Programme is to ensure that the quality of food items procured for learners and the quantities are in line with the standards and requirements of the NSNP (National School Nutrition Programme) and also guarantee that food items will continue to be accessible despite the escalating food prices.

- 6.2** All food items for the NSNP shall bear the private label brand of **“KZND OE-NSNP”** with a special condition of **“NOT FOR RESALE”** in compliance with the food specification guidelines for food items marketed for NSNP as well as the quality plan for NSNP. The successful entity shall bear the responsibility to develop and execute the PLP for the Department.
- 6.3** All food items for the NSNP shall be procured through the PLP. The approved service provider for the PLP shall be responsible for the bulk procurement, appropriate warehousing, branding, packaging and delivery of the food items to the collection points.
- 6.4** The department has service providers who will be appointed to procure and supply NSNP food items for the cluster of schools. Those service providers will prepare a pre-order for the whole financial year at the instruction and on behalf of the school to procure food items from the PLP at the rate affordable to the Department in order to protect the rights of learners and deliver a predetermined quality and quantity of dry food items once a month and perishable food items weekly as stipulated by the KZN Department of Education to all feeding Schools within the specific cluster tendered for.
- 6.5** The successful service provider for the PLP shall receive purchase orders from all the service providers servicing the cluster of schools referred to in 31.4 above for the financial year in advance (at the beginning of the financial year) for all the clusters.
- 6.6** No food items will be procured from any other place or other source other than from the entity executing the Private Label Programme and non-compliance to this condition will result in defaulting and immediate termination of contract.
- 6.7** Where the entity executing the private label is unable to provide the required produce / goods, service providers must approach the Department to get approval to procure from an alternative source.
- 6.8** It is mandatory for all bidders to complete the pricing schedules reflecting Table 5.
- 6.9** All bidders are made aware that the PLP shall be financed through apportioning of funds allocated to each school which will be deducted from the total allocation.

7. TECHNICAL REQUIREMENTS

7.1 FOOD GRADE WAREHOUSE

The successful service provider should have a fully functional Central warehouse with a minimum of 35 000m² which is compliant with all the international standards including those of cold chain storage in KZN. This warehouse must be compliant with Regulation 368. Compliance with this regulation is a confirmation that all the necessary compliant requirements for food grade warehousing are in place. A site inspection to establish and confirm compliance will be conducted using the generic food industry Regulation 368 compliance assessment tools and an independent assessment by Department of Health's Environmental Health Practitioners. The bidder must submit a detailed distribution plan as regards warehousing (receiving, picking-and-packing and distribution).

Bidders must demonstrate ability; experience by team members in warehousing and offerings in warehousing management, including but not limited to, warehouse safety; warehouse and content insurance and inventory management. Warehousing inventory management must be controlled by appropriate warehousing software to ensure control of stock movement in receiving, picking-and-packing, dispatch and distribution. Warehouse equipment and consumables must include lift trucks; conveyors, pallet-jacks and packaging material.

The successful bidder should also have other suitable collection points located in each of the 12 education districts where cluster food items will be collected.

7.2 Computer Application/Software Technology

The service provider should have a suitable electronic system for executing, managing and reporting on the activities in the purchasing to distribution value chain. The technology should be easily adaptable to best complement the NSNP value chain and provide required reports. It should have an in-build capability for the following:

(a) catalogue, data information and reporting

- Catalogue items as determined and approved by the Department.
- Capturing of enrolment per school, per food item against items ordered.

- Analysis of catalogue distribution at various levels that is Ward, Circuit, District, and school levels.

(b) requisition information and reporting:

- On-time Analysis of PODs submission per school
- Quality assurance on requisition errors and corrections
- Requisition detail against school PODs

(c) delivery status reports:

The proposal must detail the efficiency and effectiveness with which the operations will be conducted. On time delivery status of NSNP items at the level of the school indicating requisition value, order value, percentage delivered, value delivered outstanding deliveries and balance of NSNP. The Food Specification Guidelines (FSG) from the DBE, as well as the Quality Plan, developed using the same guidelines direct what can be written on the label of the food products procured for the NSNP

7.3 Food Packaging

The successful bidder must indicate the size of the package for each food item in the proposal. The successful bidder shall source the required food item(s) in bulk (tons) from the source who may be a manufacturer, farmer or international food buyer/agent. Once the required food items are sourced in bulk, it is directed that the bidder must package same in packages that are indicated in the proposal.

After the packaging is complete, the bidder must package for each cluster of schools to be provided with food items and clearly label the name of client to collect the cluster basket. As such, the proposal must detail how the bidder plans to package and distribute to collection points. The establishment of the collection points where the clients will collect the cluster baskets is the responsibility of the bidder. Therefore, the bidder must detail the collection points be it retail shops or dedicated warehouses or both; where the clients will access the cluster baskets. The cluster baskets must comprise the monthly stock for each cluster as well as the weekly stock for the perishable food items.

7.4 Labelling

All food items for the NSNP shall bear the private label brand of “**KZNDOE-NSNP**” with a special condition of “**NOT FOR RESALE**” in compliance with the food specification guidelines for food items marketed for NSNP as well as the quality plan for NSNP. The department shall specify the exact labelling with the appointed service provider. The service provider should have the facility to execute the labelling as prescribed.

7.5 Financial Capacity

The bidder must have a credit facility of a minimum value of R 500 million from a registered financial institution or with their supplier/s to cover the project. The submitted proposal must be accompanied by written confirmation from the registered financial institution or supplier/s.

7.6 Logistics and Distribution

The bidder must implement and manage all Logistics and Distribution activities in all Collection Points. There must be sufficient distribution capacity in all Warehouses inclusive of Cold Chain Logistics for Perishables.

The bidder must detail in the proposal the logistics to be used in the distribution of the pre-packaged cluster baskets to collection points. The proposal must detail the time and exact places where deliveries will be made. The proposal must detail the adequacy of logistics and in respect of food items requiring cold chain storage, transportation and compliant logistics for such food items for all 12 education districts.

7.7 COLLECTION POINTS

Table 6 below shows the towns where there must be Collection Points within each district. The bidder must include a proposed plan and collection points in their proposal. It is expected that the bidder must also indicate the clusters which will be serviced by each Collection Point.

8. FOOD ITEMS

The Department requires that food items sourced are compliant with the requirements of the KwaZulu-Natal Department of Education NSNP Food Quality Plan and the Department of Basic Education’s Food Items Marketed for the National School Nutrition Programme.

Both these documents are attached as annexures for bidders to peruse and comprise detailed food specifications with nutritional requirements for each of the food items marketed for the NSNP.

The appointed service provider shall ensure that the food sourced are compliant with the minimum requirements detailed in the specifications for each of the food items. It is also advised that other items relating to NSNP will be sourced through the same service provider as and when required.

In terms of the above requirements of the Department, bidders are required to source the following food items for the NSNP which include but not limited to:

Non – perishables

- i. Fortified Maize Meal
- ii. Rice
- iii. Samp
- iv. Compliant Soya Mince – As per the specification of the Department
- v. Canned Fish
- vi. Sugar Beans
- vii. Salt
- viii. Curry Powder
- ix. Spices
- x. Cooking Oil
- xi. Instant Porridge

Perishables

- i. Pasteurised Maas / Amasi
- ii. UHT milk
- iii. Vegetables and fruit in season
- iv. Bread
- v. Mushrooms
- vi. Pasta
- vii. Peanut butter
- viii. Jam
- ix. Animal protein without bones
- x. Mackerel
- xi. Sweet potatoes (Bio fortified)
- xii. Bio fortified maize meal

Other non-food items related to NSNP

- i. Personal protective clothing
- ii. Crockery and cutlery
- iii. Stoves
- iv. Bowls
- v. Gas and Firewood

The scarcity of food products like pilchards has resulted in the Department of Basic Education recommending a number of substitute animal protein products such as mackerel, pasta, etc. Furthermore, the unprecedented increase in food prices is also forcing officials to engage on suitable alternative plant protein products. It is against this backdrop that the menu reflected in this tender will have some items being replaced depending on the availability and affordability hence the clause in the above paragraph referring to “not limited to”

9. BUDGET ALLOCATION AND PRICING

9.1 The Department has a fixed budget for each financial year to implement the programme.

The budget is allocated **per learner per day** as shown in table 3 below. The base allocation is R3,08 and R3,68 per learner per day for the daily meals in primary and secondary schools respectively excluding fuel. The allocation will increase annually by 5% and 3% per learner for primary and secondary schools respectively.

Table 3

PRICE SCHEDULE FOR THREE FINANCIAL YEARS (daily rates for food and gas)					
Price Schedule for the procurement of food items and delivery thereof to identified collection points. for three financial years	YEAR ONE 2023/24	Annual Increment	YEAR TWO 2024/25	Annual Increment	YEAR THREE 2025/26
Current Primary School daily Rate: R3,08 in 2022/23 to increase by 5% each financial year.	R3,23	R0,16	R3,39	R0,17	R3,56
Current Secondary School daily Rate: R3,68 in 2022/23 to increase by 3% each financial year.	R3,78	R0,11	R3,89	R0,12	R4,01
Feeding Days: Number of feeding days to remain constant at 203.	203		203		203

9.2 Table 4: ANNUAL TOTAL QUANTITY SCHEDULE (GRAMS / LITRES / KILOGRAMS)

(A) Food item	(B) Primary Raw quantity per learner per day	(C) Secondary Raw quantity per learner per day	(D) Number of annual feeding days per food item	(E) Number of learners (Primary Schools)	(F) Number of learners (Secondary Schools)	(G) Annual Total Quantity (g/ml/kg)'s primary	(H) Annual Total Quantity (g/ml/kg)'s secondary
Fortified Maize Meal	40g	60g	78	1525581	919104	4,759,812,720	4,301,406,720
Rice	35g	50g	84	1525581	919104	4,485,208,140	3,860,236,800
Samp	40g	60g	41	1525581	919104	2,501,952,840	2,260,995,840
Compliant soya mince	25g	35g	43	1525581	919104	1,639,999,575	1,383,251,520
Canned pilchards in tomato	40g	60g	41	1525581	919104	2,501,952,840	2,260,995,840
Sugar beans	25g	35g	78	1525581	919104	2,974,882,950	2,509,153,920
Salt	1g	1g	167	1525581	919104	254,772,027	153,490,368
Curry powder	1g	1g	167	1525581	919104	254,772,027	153,490,368
Cooking oil	2ml	3ml	167	1525581	919104	509,544,054	460,471,104
Instant porridge	15g	15g	203	1525581	919104	4,645,394,145	2,798,671,680
Green Vegetable	50g	70g	84	1525581	919104	6,407,440,200	5,404,331,520
Yellow vegetable	50g	70g	83	1525581	919104	6,331,161,150	5,339,994,240
Fruit	150g	150g	36	1525581	919104	8,238,137,400	4,963,161,600
Tomato	3g	5g	41	1525581	919104	187,646,463	188,416,320
Onions	3g	5g	167	1525581	919104	764,316,081	767,451,840
Pasteurised amasi / UHT milk	200ml	200ml	36	1525581	919104	10,984,183,200	6,617,548,800
Gas	0,11 Kg	0,09 Kg	203	1 507 875	919 104	167,463	80,377

Table 4 above shows the quantities required for the specific number of days in a school year

Column A is the list of food items.

Column B and C are the quantity demand per learner.

Column D show the total number of days that each food item will be supplied in a year.

Columns E and F show the enrolment in primary and secondary schools respectively

Columns G and H show total grammage per food item for the year (is the summation of grams per learner multiplied by number of days multiplied by number of learners). Bidders should also make their own calculations to ascertain accuracy of column G and H.

8.3 TABLE 5: PRICING SCHEDULE

The bidder is required to provide the price per raw food quantity in primary schools (Column G) and secondary schools (Column H) e.g. provide the cost price Fortified maize meal primary 40g and provide the cost price Fortified maize meal secondary 60g, etc.

The following are given:

- Column A: Food Items
- Column B: Raw quantity per learner for Primary Schools
- Column C: Raw quantity per learner for Secondary Schools
- Column D: Number of days each food item is consumed according to the feeding / school calendar
- Column E: The number of learners in Primary schools
- Column F: The number of learners in Secondary schools

The bidder is required to calculate the following:

- Column I and J: Using the cost per food item per learner, calculate the total cost per food items for the financial year.
- Column I is the total cost per food item in primary schools for the financial year: = Column D * Column E * Column G
- Column J is the total cost per food item in secondary schools for the financial year = Column D* Column F* Column H

Total cost in primary school = Sum of Column I

Total cost in secondary school = Sum of Column J

Calculate the price per learner in primary schools = total cost in primary schools /number of learners in primary school (1 552 581) /total number of feeding days (203)

Calculate the price per learner in secondary schools = total cost in secondary schools / number of learners in secondary schools (919 104)/ total number of feeding days (203)

Prices are inclusive of all applicable taxes as well as delivery to and storage at the collection points.

Table 5

A	B	C	D	E	F	G	H	I	J
Food item	Raw Quantity Per Primary Learner per day	Raw Quantity per Secondary learner per day	Number of feeding days	Number of learners (Primary)	Number of learners (Secondary)	Cost per Learner Primary School for the Raw Quantity per day	Cost per Learner Secondary School for the Raw Quantity per day	TOTAL ANNUAL COST PRIMARY SCHOOLS	TOTAL ANNUAL COST SECONDARY SCHOOLS
Fortified Maize Meal	40g	60g	78	1 525 581	919 104				
Rice	35g	50g	84	1 525 581	919 104				
Samp	40g	60g	41	1 525 581	919 104				
Compliant soya mince	25g	35g	43	1 525 581	919 104				
Canned pilchards in tomato	40g	60g	41	1 525 581	919 104				
Sugar beans	25g	35g	78	1 525 581	919 104				
Salt	1g	1g	167	1 525 581	919 104				
Curry powder	1g	1g	167	1 525 581	919 104				
Cooking oil	2ml	3ml	167	1 525 581	919 104				
Instant porridge	15g	15g	203	1 525 581	919 104				
Green Vegetable	50g	70g	84	1 525 581	919 104				
Yellow vegetable	50g	70g	83	1 525 581	919 104				
Fruit	150g	150g	36	1 525 581	919 104				
Tomato	3g	5g	41	1 525 581	919 104				
Onions	3g	5g	167	1 525 581	919 104				
Pasteurised amasi / UHT milk	200ml	200ml	36	1 525 581	919 104				
Gas	0,11 Kg	0,09 Kg	203	1 507 875	919 104				
						TOTAL PRICE		R	R
						PRICE PER LEARNER PER DAY		R	R

SUMMARY OF CLUSTERS AND ENROLMENT

Below is a summary of Cluster of Schools and the enrolment per Cluster.

The detailed information of Clusters per District is attached as a separate Annexure.

DISTRICT	No. of Approved Schools	Approved Enrolment	No. of Clusters	Cluster Sequence
AMAJUBA	220	128167	85	AMAJ001 - AMAJ085
HARRY GWALA	419	138667	113	HG001 - HG113
ILEMBE	406	167066	108	ILEM001 - ILEM108
KING CETSHWAYO	634	264452	195	KC001 - KC195
PINETOWN	427	299093	212	PNT001 - PTN212
UGU	432	184658	144	UGU001 - UGU144
UMGUNGUNDLOVU	456	197199	148	UMGU001 - UMGU148
UMKHANYAKUDE	538	236354	156	UMKHA001 - UMKHA156
UMLAZI	273	204870	143	UMLA001 - UMLA143
UMZINYATHI	485	173660	132	UMZI001 - UMZI132
UTHUKELA	427	193489	139	UTHUK001 - UTHUK139
ZULULAND	729	257791	190	ZUL001 - ZUL190
TOTALS	5446	2445466	1765	