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**AdvertQuote**KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA**Quotation Advert**

**Opening Date:** 2021-04-07

**Closing Date:** 2021-04-14

**Closing Time:** 11:00

**INSTITUTION DETAILS**

**Institution Name:** Benedictine hospital

**Province:** KwaZulu-Natal

**Department or Entity:** Department of Health

**Division or section:** Central Supply Chain Management

**Place where goods / services is required** Main Stores

**Date Submitted** 2021-04-06

**ITEM CATEGORY AND DETAILS**

**Quotation Number:** ZNQ:  
Ben 468 / 20-21

**Item Category:** Goods

**Item Description:** 1. F75 ( 200ml infant formula )  
2. F100 ( 200ml infant formula )

**Quantity (if supplies)** 80 boxes

**COMPULSORY BRIEFING SESSION / SITE VISIT**

**Select Type:** Not Applicable

**Date :**

**Time:**

**Venue:**

**QUOTES CAN BE COLLECTED FROM:** download on website

**QUOTES SHOULD BE DELIVERED TO:** [phiwayinkosi.gumede@kznhealth.gov.za](mailto:phiwayinkosi.gumede@kznhealth.gov.za) / deposit in the tender box

**ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:**

**Name:** Phakathi AA

**Email:** [phiwayinkosi.gumede@kznhealth.gov.za](mailto:phiwayinkosi.gumede@kznhealth.gov.za)

**Contact Number:** 035 8317062

Finance Manager Name:

Mrs PN Gumede

Finance Manager Signature:



No late quotes will be considered

Print this page



OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: Ben 468 / 20-21

DESCRIPTION: F75 & F100(200ML)

SIGNATURE OF BIDDER DATE

[By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
		Supply and deliver				
1.	20 boxes	F75 200ml (box of 24)				
2.	60 boxes	F100 200ml ( box of 24 )				
		Specification attached				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: Ms AA Phakathi Tel: 035.831.7066</p> <p>E-Mail Address: phiwayinkosi.umedede@kznhealth.gov.za</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: Mrs S Mncwangi Tel: 035.831.7076</p>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- |  |   |
|--|---|
| 2.1. Full Name of bidder/representative.....   | 2.4. Company Registration Number: ..... |
| 2.2. Identity Number: .....  | 2.5. Tax Reference Number: .....        |
| 2.3. Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):..... | 2.6. VAT Registration Number: .....     |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? YES NO

2.8.1. If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed:.....  
 Position occupied in the state institution: ..... Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

2.12.1. If so, furnish particulars:.....

**3. Full details of directors / trustees / members / shareholders.**

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

<sup>1</sup>"State" means –

a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);	c) provincial legislature;
b) any municipality or municipal entity;	d) national Assembly or the national Council of provinces; or
	e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting  will not  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official  Full Name: .....  Signature: .....  Date: .....
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**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

**11. TAX INVOICE**

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

**12. PATENT RIGHTS**

The supplier shall indemnify the **KZN Department of Health** (hereafter known as 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.

### 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

### 14. TERMINATION FOR DEFAULT

- 14.1. 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:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.

### 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

This preference form must form part of all quotes 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 quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, 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 quote 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) **"prices"** 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. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

4.1 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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 [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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>
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TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS  
(WHEY DOMINANT)

**1. Description:**

Whey dominant starter formula scientifically designed to meet the specific nutritional needs as a sole source of nutrition for full term infants 0 to 6 months old which approximates the composition and physiological properties of breast milk. Whey:  $\geq 60\%$ .

Indication for Use: Infant feed medically indicated or prescribed for use where breastmilk is not available for full term infants from birth to 6 months of age.

NOTE: All formulae must meet the relevant latest Codex Alimentarius standards. Fluoride should not be added to infant formula per the Standard for Infant formula and Formula for Special Medical Purposes Intended for Infants- CODEX STAN 72-1981 with the understanding that tap and packaged water used during the manufacturing process may contain fluoride and should comply with the Regulations Relating to all Bottled Waters: Amended, R455 of 26 May 2010, published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972). No probiotics may be used. L (+) Lactic acid producing cultures for the purpose of acidifying the formula may be used. Bidder must submit a full analysis of the formula per 100ml reconstituted at standard dilution.

**2. Packaging**

In 50ml-100ml resealable bottle

In 150ml-200ml resealable bottle

**3. Nutritional content**

Containing per 100ml

Energy	250-295KJ
Protein	1.1-2.1g
Whey Protein	$>0.66g$
Carbohydrate	5.5-9.7g
Fat	2.6-4.13g
Vitamin A	50-100mcgRE
Vitamin D	0.5-1.5mg
Vitamin E	1-3mg $\alpha$ TE
Vitamin K	5-10mcg
Vitamin C	5-12mg
Thiamine	0.05-0.15mg
Niacin	0.05-0.1mg
Riboflavin	0.5-1.5mg
Vitamin B6	0.05-0.1mg

TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

Vitamin B12	0.05-0.15mcg
Folic Acid	6-12mcg
Calcium	30-60mg
Iron	0.5-1mg
Sodium	12.5-41.3mg
Zinc	0.3-1.1mg
Phosphorus	15-70.8mg
Magnesium	3-10.6mg
Chloride	30-112.1mg
Fluoride	<58.66mcg

#### 4. Quality Standards Certificate

4.1 Bidders are required to submit one (1) of the option indicated in the table below for the quality assurance certificates for all manufacturing premises including warehouse and distribution at the closing date and time of bid. Failure to submit will invalidate your bid.

**Table 1: Quality standard**

<b>OPTION</b>	<b>QUALITY STANDARD Certificates</b>
<b>Option 1</b>	ISO 10330:2007 / SANS 10330:2007 –Hazard Analysis and Critical Control Points  <b>AND</b>  ISO 9001:2008 / SANS 9001:2008 - Quality Management Systems
<b>Option 2</b>	ISO 22000:2005 - Food Safety Management Systems
<b>Option 3</b>	FSSC: 22000:2010 - Food Safety System Certification

#### 5. Laboratory Analysis Reports

5.1 Bidders are required to submit the laboratory analysis reports (Nutritional Analysis, Microbial Analysis and Stability/ Shelf-Life Report) as indicated below on the closing date and time of bid. The laboratory analysis reports must be submitted proving that the relevant item (s) complies with the specification as per the technical specification requirements. Non-compliance will invalidate the item which the analysis reports are not submitted.

5.2 All the laboratory analysis reports for all items offered must not be older than twelve (12) months at the closing date of the bid.

## TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

- 5.3 All analysis reports must be issued from a laboratory which is accredited by South African National Accreditation System (SANAS) or International Laboratory Accreditation Cooperation (ILAC) or International Accreditation Forum (IAF) and should meet the pre-requisite of ISO/IEC 17025.
- 5.4 Cost of complying with all the above-mentioned requirements shall be at the bidder's own account.

### 6. Nutritional Analysis

- 6.1 Bidders are required to submit nutritional analysis report which as stipulated in the item specification under the list of compulsory tests for each item offered. The nutritional analysis report must include the analysed amount of each of the nutrients as stipulated in the specifications.
- 6.2 It is the responsibility of the bidder to ensure that the nutritional analyses submitted complies to the units of measure as stipulated in the specification i.e. per 100ml
- 6.3 In cases where bidders receive the nutritional analyses in units that deviate from the specification, it is the responsibility of the bidder to provide the conversions to the required units as reflected on the specification.
- 6.4 The bidder is required to submit all necessary calculations or conversion factors used to derive the given values in an excel spreadsheet. The Department will not be liable for any incorrect conversions or calculations submitted by the bidder. Any incorrect conversions or calculations may disqualify the item under consideration.

### 7. Microbial Analysis Report

Where applicable, a microbial analysis report as stipulated in the detailed technical specification under the list of compulsory must be submitted for each item offered.

### 8. Stability/Shelf-life Report

- 8.1 Stability studies report to be submitted confirming shelf life and the following:
- i) Micronutrient stability:
  - ii) Absence of microbiological growth: at the beginning and the end of the study
  - iii) Organoleptic stability: taste, odour, product consistency and behaviour (absence of phase separation)
  - iv) Integrity of the packing materials (absence of leakage)
  - v) Integrity of markings
  - vi) The parameters used for the stability study
- 8.2 The results preferably presented in the form of a summary table, with the specifications (acceptance criteria) for at least all parameters listed above. Numerical values of results must be stated, the word "complies" or "conforms" will not be acceptable in place of numerical values;
- 8.3 The details on the laboratory(ies) used and it (their) accreditation, and the test methods shall appear.
- 8.4 The conclusion (or temporary conclusion) based on the obtained results, including the justification for the shelf life and recommended storage conditions.

**9. Samples submitted for visual screening**

9.1 Bidders must submit samples for the purpose of visual screening evaluation for items offered to verify compliance to specification during the evaluation phase. Non-compliance with this requirement will invalidate the bid for the item which samples is not submitted.

**10. Packaging**

The ready to use infant formula must have a screw cap or pull tab for sterility and ease of pouring and resalable or closure after initial opening.

The following information must be clearly and indelible printed on the product and outer packaging: -

Name of the product

A product code as relevant

The trade name or trademark of the manufacturer

Size of the product

Quantity of the contents

Name of the manufacturer

Date of manufacture

Name and address of importer/distributor

Best before date

Batch/Lot number. Products must have the same batch/Lot number on the outer box as on the inner box

**Labels and inserts**

The following information must be clearly and indelibly printed on all packaging.

Brand name

Nett Mass of Container

Best before date

Batch number

The conditions under which the product must be stored.

The labels accompanying leaflets and or other labelling of the products should provide sufficient information on the nature and purpose of the feed as well as detailed instructions and precautions for their use.

The declaration of nutrient content shall be numerical.

A statement that the product is not to be used for parental administration should be clearly visible.

The labelling should align with the Foodstuffs, cosmetics and Disinfectants Act (54/1972): regulations relating to foodstuffs for infants and young children as described in Regulation 2 & 3 thereof.

**11. Shelf life**

Upon delivery, the product must have at least 6 months before the date of best before date.

Suppliers may make written applications to the purchasing institution to deliver goods with a shorter shelf life, provided such applications are accompanied by an undertaking that unused short-dated stock shall be unconditionally replaced before or after expiry date/best before date.

TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

Any delivery of short dated supplies without prior written approval must be collected by the respective supplier at their own cost.