

MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

THE PROVINCIAL GOVERNMENT OF MPUMALANGA

Herein represented by

MRS. MOC MHLABANE

in her capacity as the Head of Department

OF THE DEPARTMENT OF EDUCATION
(Hereinafter referred to as "the Department")

ON THE ONE HAND

And

Mpfumelo Business Enterprise

Trading as

Mpfumelo Business Enterprise

Registered Number

Herein represented by

Nyathi Susan Fule

In capacity as

Managing Member
(Hereinafter referred to as "the Supplier")

ON THE OTHER HAND

With regard to the provision of the National School Nutrition services for and on behalf of MPUMALANGA PROVINCIAL GOVERNMENT

[Handwritten signatures and initials]

14. FINANCIAL ADMINISTRATION

14.1 Compliance with Financial Control Measures.

14.2 The Supplier shall adhere to sound principles of accounting and shall grant unlimited but reasonable access to all its books of account and records to the Department for the purpose of detection of any criminal conduct related to the programme.

14.3 The Supplier shall adhere to the Department's accounting and control measures in respect of the due performance before and after delivery and shall comply with the formalities set by the Department for claiming in terms of food items delivered.

14.4 The claim will be processed on a percentage basis for each item. The Supplier cannot claim the full contract amount if all the food items have not been delivered.

14.5 The Department shall at any relevant times reserve the right to facilitate or to intervene in any dispute regarding non-payments by suppliers to main supplier's or sub-contractors.

14.6 The supplier shall without fail pay his/ her creditors timeously so as to avoid the prospect of third parties lodging their claims with the Department.

15. STRIKES/RIOTS/MARCHES

In the event there is a strike/unrest the Department will take a decision and inform the service provider through the circuit office.

16. AGENT COMMISSION

Should the Supplier sub-contract an agent or organization for fulfillment of its activities under this agreement, then and in such an event, the Supplier shall not be entitled to claim for agent's commission.

17. INDEMNITY

17.1 The Supplier will not act as servants or agents of the Department in the execution of the agreement.

17.2 The Supplier hereby indemnifies the Department against any loss, expenses, damage or injuries which may be sustained by a third party (including the pupils), as well as any claims or legal proceedings and legal costs, including attorney and client costs, that may be instituted against or incurred by the Department and which arise from the result of any act or commission of the Supplier or any employee or agent of the Supplier in connection with or in the execution of the agreement, or that may arise from an agreement entered into by them on behalf of the Department.

18. CONFIDENTIAL INFORMATION

The company hereby undertakes in favour of the MDE that, for the duration of this Agreement and for an indefinite period thereafter, the company, its shareholders, directors and employees:

- i. Will not disclose any confidential information or any aspect thereof to any third party save as is required in terms of this Agreement or as may be required by law; and
- ii. Will not disclose any confidential information or any aspect thereof to any third party other than to those employees, resources, representatives and advisors that have a need to that information for provision of the services in terms of this Agreement and that disclosure to such persons will only occur after the Supplier has obtained a written commitment from such person to be bound by the terms of this confidentiality undertaking; and
- iii. Will take all reasonable steps that may be necessary to ensure that any confidentiality disclosed by any person prior, during and after this Agreement, will not be accessible to any third party, save with the prior written consent of the Mpumalanga Department of Education.

19. LIMITATION OF LIABILITY

Except in case of criminal negligence or wilful misconduct, gross negligence or negligence, suppliers shall not be liable to MDOE, whether in contract, delict or otherwise, for any indirect or consequential loss or damage, provided that this exclusion shall not apply to any obligation of the suppliers to pay penalties and-or damages to

MDOE; and aggregate liability of the suppliers to MDOE, whether under the contract, in delict or otherwise, shall not exceed the total fee set out in the engagement letter.

20. APPLICABILITY

The Terms of Business may apply to work undertaken in relation to MDOE or any of the other entities within its structure.

21. CONTRACT AMMENDMENTS

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

22. SUBCONTRACTS

The service provider shall apply to the Department of Education and notify the Department in writing of all subcontracts awarded under this contract. Such notification shall not relieve the service provider from any liability or obligation under the contract.

23. BREACH AND TERMINATION

23.1 In the event of any breach by the Service Provider of the terms and conditions of this agreement, and in the event that the Service Provider remains in default after 21 (twenty one) days of written notice calling for rectification of the relevant matter, the MDOE shall be entitled to exercise all or any of the following rights:

23.1.1 To suspend further payments.

23.1.2 To terminate this agreement.

23.2 In the event that the MDOE decide to terminate this agreement, the Service Provider shall immediately deliver to the MDOE any work in progress and/ or report whether completed or not, together with any other documents, information and working papers relating to the rendering of the services in order that the MDOE can arrange for a third party to provide continuity of the services from the date of termination of this agreement.

23.3 In the event of this Agreement being terminated by the MDOE as a result of any breach by the Service Provider, the MDOE shall not be obliged to pay the Service Provider any amounts outstanding in terms of this Agreement and the MDOE shall be entitled to claim any amounts that may be due from the Service Provider to the MDOE as a result of the termination of this Agreement.

24. SUMMARY TERMINATION OF AGREEMENT BY THE DEPARTMENT

The Department shall have the right under this agreement at any time by giving **30 (thirty)** days written notice to the supplier to terminate the agreement forthwith in any of the following events:

24.1 On breach

If the supplier commits any breach of any terms or condition of this agreement.

24.2 On liquidation or insolvency

If the supplier shall be made subjected to any provincial or final order of liquidation or sequestration or judicial management or compound with its creditors or suffer execution to be levied on its goods or fail to pay any of its sub- contractors appointed in terms hereof on due date for payment.

24.3 On Criminal Conduct

The supplier is found to have been reasonably and sufficiently implicated any criminal conduct directly linked to the National School Nutrition Programme referred to above.

24.4 On Insufficient Funds

If there are insufficient Government funds to implement the Programme.

24.5 On bringing the Department into disrepute by commission or omission

(Bringing the Department into disrepute include but is not limited to

- Failing to pay creditors within seven (7) days of receiving payment from the Department.
- Entering into cession agreement or any other agreement with third parties that will be binding on the Department without seeking prior approval.

25. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE

25.1 Delivery of goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by the Department in the contract.

25.2 If at any time during performance of the contract, the service or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the service provider shall promptly notify the Department in writing of the fact of the delay, its likely duration or its cause (s). As soon as practicable after receipt of service provider's notice, the Department shall evaluate the situation and may at his/her discretion extend the service provider'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.

25.3 A delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, unless an extension of time is agreed without the application of penalties.

25.4 Upon any delay beyond the period in the case of the service provider's contract , the Department shall, without cancelling the contract, be entitled to procure services of a similar quality and up to the same quantity in substitution of the services not rendered in conformity with the contract and at the service provider's expense and risk, or to cancel the contract and procure the same services as maybe required to complete the contract and without prejudice to his/her other rights, be entitled to claim damages from the service provider.

26. PENALTIES

If the service provider fails to deliver any or to perform the services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery of performance. The Department will also consider termination of the contract.

27. TERMINATION FOR DEFAULT

27.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

- a) If the service provider fails to deliver any or perform within the period(s) specified in the contract, or within any extension granted by the Department.
- b) If the service provider fails to perform any other obligation(s) under the contract; or
- c) If the service provider, in the judgment of the Department, has engage in corrupt or fraudulent practices in completing for or in executing the contract.

27.2 In the event the Department terminates the contract in whole or in part, the Department may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those undelivered, and the service provider shall be liable to the Department for any excess costs for such similar works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

27.3 Where the Department terminates the contract in whole or in part, the Department may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding **ten (10) years**.

27.4 If the Department intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more that 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated 14 (fourteen) days, the Department may regard the intended penalty as not objected against and may impose it on the service provider.

27.5 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, is or was in the opinion of the Accounting Officer/ Authority actively associated.

27.6 If a restriction is imposed, the Department must, within 5 (five) working days of such imposition, furnish the National Treasury, with the following information:

- i. The name and address of the service provider and /or person restricted by the Department;
- ii. The date of commencement of the restriction; and
- iii. The period of restriction; and
- iv. The reasons for the restriction.

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

27.7 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 5 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 opened to the public.

28. FORCE MAJEURE

28.1 The service provider 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.

28.2 If a force majeure situation arises, the service provider shall promptly notify the Department in writing of such condition and the cause thereof. Unless Otherwise directed by the Department in writing, the service provider 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

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prevented by the force majeure event.

29. TERMINATION FOR INSOLVENCY

The Department may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

30. SETTLEMENT OF DISPUTES

- 30.1 If any dispute or difference of any kind whatsoever arises between the Department and the service provider 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.
- 30.2 If, after **30 (thirty)** days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.
- 30.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 30.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 30.5 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 client shall pay the service provider any monies due the supplier.

31. CESSION OR ASSIGNMENT

The Contractor shall not cede, assign, sell, or otherwise transfer or encumber, in part or in whole, its rights, interests and obligations with respect to this Agreement without the prior written consent of Mpumalanga Department of Education.

32. ARBITRATION OF DISPUTES ARISING FROM THIS AGREEMENT

- 32.1 Either Party shall be entitled within 10 (ten) days after failure by the parties to reach an agreement, to require, by giving written notice to the other, that the dispute be submitted to arbitration.
- 32.2 If the parties cannot agree as to the arbitrator, the arbitrator shall be nominated by the President of the Law Society of South Africa, or its successors.
- 32.3 The party instituting these proceedings shall appoint the arbitrator and the arbitrator shall notify the parties before hand of the remuneration required by him for his services.
- 32.4 Within 30 (thirty) days after receipt of the notice in Clause 21.1, each party shall submit to the arbitrator a full statement of its case, in which shall be set out all the evidence, sworn statements, facts, submissions and expert opinion, etc., supporting or proving such parties contention in regard to the matter in dispute and serve a copy thereof on the other party.
- 32.5 Within 14 (fourteen) days of receipt of such copy of the other party's statement of case, either party may submit a further supplementary statement to the arbitrator and serve a copy thereof on the other party.
- 32.6 If requested by the arbitrator, the parties may submit and serve further statements within 14 (fourteen) days of the request.
- 32.7 The arbitrator shall then consider and decide the dispute on the papers before him, without any legal representation or appearance by the parties.

- 32.8 If the arbitrator considers that he cannot decide the matter on the papers before him, he may call for other evidence or for witnesses to testify at a place determined by him in the presence of the parties, who may also question such witnesses.
- 32.9 The arbitrator shall be entitled to make such award, including an award for specific performance, an interdict, and damages or otherwise as he, in his discretion, may deem fit and appropriate.
- 32.10 The arbitrator shall decide the dispute according to the law of South Africa.
- 32.11 The arbitrator shall at all times have regard for the intention of the parties and shall resolve the dispute in a summary manner.
- 32.12 Any award made by the arbitrator:
- 32.12.1 Shall be final and binding upon the parties;
 - 32.12.2 Shall be carried into effect by the parties;
 - 32.12.3 May only be made an order of court if the party concerned fails to heed the terms of the award; and
 - 32.12.4 May include an order directing the unsuccessful party to pay the costs of the arbitration and the expenses incurred by the successful party.
- 32.13 This Clause shall survive the termination of the Agreement.
- 32.14 This Clause shall constitute each party's irrevocable consent to the arbitration proceedings, and no party shall be entitled to withdraw there from or to claim that such party is not bound by this Clause.
- 32.15 If a party fails to take part in these proceedings, such conduct shall constitute consent to an award being made against such party.

PREAMBLE

WHEREAS: this Agreement is to be concluded as part of the National School Nutrition Programme (NSNP).

WHEREAS: the Supplier acknowledges that it is aware of the objectives of the NSNP which are as follows:

- a) To contribute to the improvement of education quality by enhancing school pupil's active learning capacity, school attendance and punctuality.
- b) To contribute to the general health of school children from the disadvantaged or deprived communities by supplying these pupils with a nutritious meal.
- c) To enhance broader development initiative, and through this tender process attract a large number of tenders and also ensure partnerships between entities of all sizes including the community.
- d) To enhance community development and contribute to job creation and employment.
- e) To implement the programme in the most cost – effective and efficient way possible.

AND WHEREAS: the parties are desirous to reduce the contractual relationship between them to writing in order to give legal effect thereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. INTERPRETATION**

- 1.1 The head notes to the various clauses of this Agreement and the index are inserted for reference purposes only, and shall in no way govern or effect the construction of the Agreement.
- 1.2 This document shall be deemed to constitute the sole memorandum of agreement between the parties, with reference to its subject matter; and shall cancel and negate any prior verbal or written communications relating to such

[Handwritten signature]
ATM

33. REPRESENTATIVES

33.1 The MDOE shall be represented by Dr H. Van Zyl at senior management level within the MDOE, for the duration of this Agreement, who shall be the authorised representative of the MDOE for the purpose of this Agreement.

33.2 The Service Provider shall be represented by Thyathi Susan Fikile at senior management level within the Service Provider, for the duration of this Agreement, who shall be the authorised representative of the Service Provider for the purpose of this Agreement.

34. CO-OPERATION

The Parties undertake to co-operate with each other in all respects in order to give effect to this Agreement.

35. GOOD FAITH

The Parties agree to observe the utmost good faith and they warrant in their dealings with each other that neither Party shall do anything or refrain from doing anything which might prejudice or detract from the rights, assets or interests of the other Party.

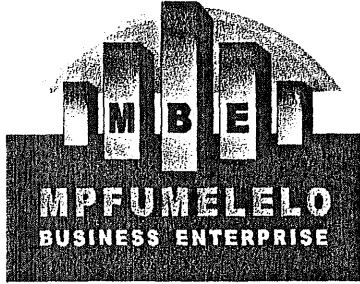
36. GOVERNING LAW

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of South Africa, and the Parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement, including its termination. The Parties further consent to the jurisdiction of the High Court.

37. CONFIDENTIALITY

37.1 The Parties agree that the terms of this Agreement and all confidential and proprietary information of the Parties communicated to each other in connection with this Agreement shall be received in strict confidence and shall be used only for the purposes of this Agreement.

[Handwritten signature]
ATM
P



Registration No. 2002/041550/23
VAT No: 4050203993

Tel: (013) 751 3381

Fax: (013) 751 2498

Email: sfnyathi@mpfumelelo.co.za

P. O. Box 8127, White River, 1240

Shop No: CD2C, Bagdad Centre, White River, 1240

09 January 2014

Head of Department
Department of Education
Private Bag X 11341
Nelspruit
1200

Attention: Mrs. MOC Mhlabane

LETTER OF ACCEPTANCE: APPOINTMENT AS SERVICE PROVIDER FOR THE NATIONAL SCHOOL NUTRITION PROGRAMME (NSNP) 3 YEAR CONTRACT EFFECTIVE 01 JANUARY 2014 TO 31 DECEMBER 2016-BID NO: EDU/069/13/MP

Your appointment letter dated 20th of December 2013 has reference.

Mpfumelelo Business Enterprise would like to take this opportunity to thank the Department of Education for the above mentioned appointment.

We fully understand the conditions outlined and timelines associated with the project. We attach herewith, the listed documents stipulated on the conditions of the appointment.

Once again, we thank you for this appointment and we assure you of our deep commitment to provide you with quality service in keeping with the confidence you have placed in our company

I hope you will find the above in order.

Yours Sincerely,

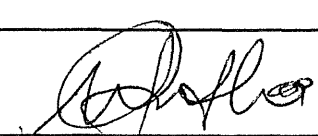
A handwritten signature in black ink, appearing to read 'S.F. Nyathi', is written over a horizontal line.

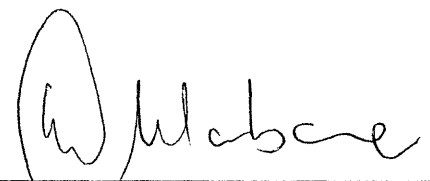
S.F Nyathi
Managing Member

THUS DONE AND SIGNED ON BEHALF OF THE DEPARTMENT

AT Nelspruit ON THIS 30 DAY OF January 2014.

AS WITNESSES:

1. _____  _____

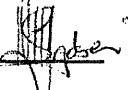
2. _____  _____

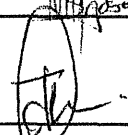
THE DEPARTMENT

THUS DONE AND SIGNED ON BEHALF OF THE SUPPLIER ~~Hyathi Susan~~ Hyathi Susan Fikile, MPPumelob Business Enterprise


AT White River ON THIS 24th DAY OF January 2014.


AS WITNESSES:

1. Ngobeni Sipho  _____

2. Jabu Maselwa  _____

MPPumelob Business Enterprise,
THE SUPPLIER Hyathi Susan Fikile




ATIM
S.F

42. SURVIVAL OF OBLIGATION

Any provision of this Agreement which contemplates performance or observance subsequently to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force effect

now
AFM
5/20

- 38.4 Any telefax sent outside of normal office hours shall be deemed to have been sent on the following day and received by the addressee on the next following business day.
- 38.5 Notwithstanding anything to the contrary in this agreement contained a written notice or communication actually received by a party shall be an adequate written notice or communication between the two parties.
- 38.6 Either party may, by notice in writing addressed to the other party change an address mentioned in this clause, provided such address shall be a physical address within the Republic of South Africa.

39. THE WHOLE AGREEMENT

- 39.1 This agreement and the tender specifications, (General conditions and Procedures) shall form part of this contract and in case of conflict between the agreement and any other document, including the tender specifications, this agreement shall prevail.
- 39.2 Save as herein before otherwise provided, any notice required to be given hereunder shall be sufficiently given to the Supplier and forwarded by registered post, recorded delivery service, telex, telefax or telegraph to the last known postal address or the Supplier, and shall be sufficiently given to the Department.

40. WAIVER

No indulgence granted by or on behalf of the Department, shall constitute a waiver, save in the specific instance and only for that purpose, and the extent granted.

41. AMENDMENTS TO AGREEMENT

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

37.2 Each Party shall use the same means as it uses to protect its own confidential information, but in no event less than reasonable means to prevent the disclosure and to protect the confidentiality of such information.

37.3 No such information shall be disclosed by the recipient Parties, its agents, representatives, or employees without the prior written consent to the other Party.

38. DOMICILIUM

38.1 The parties to this agreement choose the following *domicilium citandi et executandi* as the addresses,

The Department:

Physical

Government Boulevard

Riverside Park, Extension 5

Nelspruit

Postal

Private Bag X11341

Nelspruit

1200

Tel No.: (013) 766 5120

Telefax No.: (013) 766 5581

Services Provider:

Physical

MPfumelelo Business Enterprise
Shop CD 02C
Bagdad Centre
White River 1240

Telex No: 013 751-3381

Telefax No: 013 751-2498

Postal

Box 8127
Bagdad Centre
White River
1240

38.2 Any notice sent by post shall in the absence of proof to the contrary be deemed to have been received by the addressee by the 9th day after posting of such notice by pre-paid registered post.

38.3 Any notice sent by telefax or delivered by hand shall be deemed to have been received on the business day immediately following the day of transmission or delivery.



South African Revenue Service

Tax Clearance Certificate Number
0070/1/2013/0005476604

Tax Clearance Certificate - Tender

Enquiries

0800 00 7277

Approved Date

2013-11-07

Expiry Date

2014-11-07

Trading Name	MPFUMELELO BUSINESS ENTERPRISE
Legal Name	MPFUMELELO BUSINESS ENTERPRISE
Identity Number/ Passport Number	
Company Registration Number	2002/041550/23
Income Tax Reference Number	9137448149
VAT/Diesel Registration Number	4050203993
PAYE Registration Number	7410757423
SDL Registration Number	L410757423
UIF Registration Number	U410757423
Tender Number	

It is hereby confirmed that, on the basis of the information at my disposal, the above-mentioned taxpayer has not contravened the provisions of Income Tax Act (1962), Value Added Tax Act (1991), Employees Tax (PAYE as contained within the Income Tax Act 1962), Skills Development Levies Act (1999) or Unemployment Insurance Contributions Act (2002), as at date of this certificate.

This Certificate is Valid for a period of 1 (One) Year from the date of approval.

Verification of this certificate can be done at any SARS Revenue office nationwide.

Photo copies of this certificate are not valid.

SARS reserves the right to withdraw this certificate at any time should any taxes, levies or duties become due and outstanding by the above taxpayer during the one year period for which the certificate is valid.



This certificate is issued free of charge by SARS.

CK2&CK2A



Companies and Intellectual
Property Commission
a member of the dti group

Date:24/07/2013

Our Reference: 717629092

MARCUS LUCAS MDHLULI
E-mail: MDHLULI@GLOBAL.CO.ZA
P.O. BOX 5590
NELSPRUIT
NELSPRUIT
1200

RE: Application to Amend Close Corporation
Close Corporation Number: 2002/041550/23
Close Corporation Name: MPFUMELELO BUSINESS ENTERPRISE

We have received a CK2&CK2A from you dated 20/06/2013.

The Close Corporation 'MPFUMELELOBUSINESSENTERPRISE' with Enterprise Number '2002/041550/23' was successfully amended on our database.

Yours truly

Registrar of Close Corporations

Please Note:

The attached certificate can be validated on the CIPRO web site at www.cipro.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.

Physical Address
the dti Campus - Bloc
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P.O. Box 429
Pretoria
0001

Postal Address: Co-operatives
Private Bag x237
Pretoria
0001

Docex: 256 | Web: www.cipc.co.za | Contact Centre: 086 100 2472 (CIPC) | Contact Centre: +27 12 394 9



Companies and Intellectual
Property Commission
a member of the dti group

**Certificate issued by the Registrar of Companies & Close
Corporations on Wednesday, July 24, 2013 04:00
Certificate of Amended Founding Statement**

Registration number	2002 / 041550 / 23
Enterprise Name	MPFUMELELO BUSINESS ENTERPRISE
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	06/06/2002
Business Start Date	06/06/2002
Enterprise Type	Close Corporation
Enterprise Status	In Business
Financial year end	February
Number of members	2
Aggregate members' contribution	R 100.00
Description of Principal Business	GENERAL CONTRUCTION AND RELATED ACTIVITIES
Postal address	P O BOX 339 THULAMAHASHE 1365
Address of registered office	STAND NUMBER 40 THULAMAHASHE 1365

Physical Address
the dti Campus - Bloc
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P.O. Box 429
Pretoria
0001

Postal Address: Co-operatives
Private Bag x237
Pretoria
0001



Certificate issued by the Registrar of Companies & Close Corporations on Wednesday, July 24, 2013 04:00
Certificate of Amended Founding Statement

Registration number 2002 / 041550 / 23

Enterprise Name MPFUMELELO BUSINESS ENTERPRISE

Accounting Officer

Name MDHLULI ML

Postal Address P.O.BOX 8127
WHITE RIVER
1242

Profession The Institute of Accounting and Commerce

Membership/Practice No IACAO6550

Active Members

Surname and first names	ID number or date of birth	Contrib. (R)	Interest (%)	Appoint-ment date	Addresses
MAKUKULE, HLOBILE FIDUCIA COURTNEY	9209130465089	50.00	50.00	20/06/2013	Postal: P.O.BOX 339, THULAHASHE, 1365 Residential: STAND NO.40, THULAHASHE, 1365
NYATHI, SUZAN FIKILE	7210100449089	50.00	50.00	06/06/2002	Postal: P O BOX 339, THULAMAHASHE, 1365 Residential: 11 CARMINE ROAD SHEFFIELD RIDGE, WHITE RIVER, 1240

Change Summary for 2002/041550/ as a result of the lodging of document number 717629092.

Accounting Officer Change on 24/07/2013.
Change Record
Name: = MASHANGU RONNY LUBISI
Status: = Removed

Accounting Officer Change on 24/07/2013.
Add Record
Name: = MDHLULI ML
Status: = Current

Member Change on 24/07/2013.
Change Record
Surname: = NYATHI
First Names: = SUZAN FIKILE
Status: = Active

Member Change on 24/07/2013.
Add Record
Surname: = MAKUKULE
First Names: = HLOBILE FIDUCIA COURTNEY
Status: = Active

Physical Adress the dti Campus - Bloc 77 Meintjies Street Sunnyside 0001	Postal Address: Companies P.O. Box 429 Pretoria 0001	Postal Address: Co-operatives Private Bag x237 Pretoria 0001
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subject matter, whether expressed or implied, including any letters, memoranda or minutes.

- 1.3 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.4 Words importing persons shall include bodies corporate, and vice versa.
- 1.5 The singular shall include the plural, and vice versa, and reference to any gender shall include the other gender.
- 1.6 Any reference to a statutory provision shall include a reference to that provision as modified, amended, replaced, or re-enacted from time to time.
- 1.7 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the definitions clause

2. DEFINITIONS

In this agreement unless inconsistent with or otherwise clearly indicated by the context, the following terms shall have the meanings assigned to hereunder, namely:-

- 2.1 **"NSNP"** means National School Nutrition Programme;
- 2.2 **"Nutrition Co-ordinator"** means an official in the employment of the Department charged with the responsibility of co-ordinating the NSNP activities;
- 2.3 **"Parties"** means the Supplier and the Department of Education;
- 2.4 **"District Director"** means an official in the employment of the Department whose duty is to manage a particular District Office;
- 2.5 **"District Office"** means Department of Education's District Office;
- 2.6 **"the Department"** means the Department of Education;
- 2.7 **"the Supplier"** means the Association or Business entity that will be providing NSNP at schools identified by the Department, and the NGO shall have a corresponding meaning.

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by straatnaam en/of nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of geëks word aan die naaste streek- distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 920913 0465 08 9



S. A. BURGER/S. A. CITIZEN

VAN/SURNAMER
MAKUKULE

VOORNAME/FORENAMES
HLOBILE FIDUCIA COURTNEY

GEBOORTEDISTRIK OF LAND
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM
DATE OF BIRTH

1992-09-13



DATUM UITGEREIK
DATE ISSUED

2009-07-21

UITGEREIK OP BEGAAR VAN DIE
DIREKTOR-GENERAAL
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL
HOME AFFAIRS

TAX INVOICE

HEMPOWILL PROPERTIES CC C/O REALTY 1 IPG PO BOX 241 WHITE RIVER 1240	VAT NO: 4250162874	INVOICE NO: 2014/09
		DATE: 2013/11/01
		Bank Details Bank: FNB Branch Code: 270552 Account No: 62013649887 Name of Holder: Realty 1 Elk Trust Ref: CD2C

EMAIL: mpfumelelo@webmail.co.za

MPFUMELELO BUSINESS ENTERPRISE PO BOX 339 THULAMAHASHE 1355	VAT NO: 4050203993 FAX NO: 0865130181 TEL NO: 013-7730989 CELL NO: 0828514994
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DESCRIPTION	AMOUNT
RENT & OPERATIONAL COSTS	R 4 791.61
OPERATIONAL COSTS	R -
	R 4 791.61
INCL VAT	R 670.83
TOTAL	R 5 462.44



BUSHBUCKRIDGE LOCAL MUNICIPALITY

THULAMAHASHE REGION

Tel No (013) 773 0342/343

Fax No (013) 773 0342

THULAMAHASHE
REGIONAL OFFICE
PRIVATE BAG X1308
THULAMAHASHE
1365

REF: 15/14/11

ENQ: MATHEKA M

THULAMAHASHE
REGIONAL OFFICE

DATE: _____

Private Bag X 1308
Thulamahashe 1365

Tel: 013 773 0342

TO WHOM IT MAY CONCERN


This is to certify that MALUKALE HEORILE FIDUCIA COURTNEY

of identity document no. 920913 0465 089

is a legitimate resident of Thulamahashe Region living at registered stand/house no

40 A THELENMASHHE

Therefore, this office highly and strongly recommends that the aforesaid person be given positive assistance regarding his/her genuine needs.



REGIONAL MANAGER
THULAMAHASHE



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

CALL CENTER NO: 0860 105 350

COMPENSATION FUND

P O Box 955, Pretoria, 0001, , Tel: (012) 319 9183, Fax: (012) 323 0262/323 5433/357 3117/323
Compensation House, Cnr Hamilton and Soutpansberg Road, Website: <http://www.labour.gov.za>

MPFUMELELO BUSINESS ENTERPRISE

SHOP CD2C BAGDAD CENTRE WHITE
RIVER
PO BOX 8127
WHITE RIVER
1240

REG NO 990000320476
ATTENTION:
FAX No 7730732
Issue Date :14.05.2013

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

With reference to section 89 of the ACT I hereby certify that
MPFUMELELO BUSINESS ENTERPRISE
has complied with the requirement of the above ACT and is at
present in good standing with the compensation fund.
Nature of business : PLUMBING & ELECTRICA

Expiry date 30.04.2014

A letter of good standing is hereby issued with expiry date
30.04.2014. Subject to the following: Complied with the
requirements of the Act

IMPORTANT NOTICE:

You make yourself guilty of an offence if you pay any
additional fee to obtain this letter.

The compensation Commissioner shall at his own discretion
institute criminal proceedings against perpetrators who
unlawfully alter or deface this letter with intend to defraud
or misrepresent facts contained therein.

DO RENEW THIS LETTER, FAX YOUR REQUEST 5 WORKING DAYS PRIOR TO EXPIRY DATE

YOURS FAITHFULLY
23597429
COMPENSATION COMMISSIONER

OFFICE OF THE
COMPENSATION COMMISSIONER
14 MAY 2013
PRETORIA

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, P O Box 955, Pretoria,0001 Fax:(012)357-1817
Website:<http://www.labour.gov.za>



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1

I.D.No. 721010 0449 08 9



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

NYATHI

VOORNAME/FORENAMES

SUSAN FIKILE

GEBORTEDISTRIK OF -LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBORTE DATUM/
DATE OF BIRTH

1972-10-10



DATUM UITGEREIK
DATE ISSUED

1989-06-29

UITGEREIK OP GESAG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS



BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE

Certificate No: MPF01/10479/13

Issue Date: 2013/07/17

Expiry Date: 2014/07/16

MEASURED ENTITY DETAILS

Company Legal Name	Mpfumelelo Business Enterprise CC
Company Trading Name	Mpfumelelo Business Enterprise
Company Registration No	2002/041550/23
Company VAT Reg. No	4050203993
Head Office Location	Shop CD2C, Bagdad Centre, White River, 1240

SCORECARD DETAILS

Ownership	25
Management Control	10
Employment Equity	8.8
Skills Development	9.74
Preferential Procurement	17.33
Enterprise Development	10
Socio-Economic Development	5
Overall Score	85.87

B-BBEE STATUS

Scorecard Applied	Generic Construction - Contractors, Gazette No 32305
B-BBEE Status	A Level 2 Contributor to BEE
B-BBEE Procurement Recognition	100%
Black Ownership	100%
Black Women Ownership	100%
Value Adding Supplier	No
Enterprise Development Beneficiary Category	B

D. Ndou

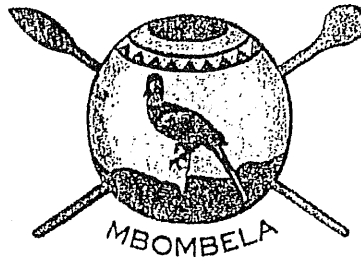
Verification Manager.

This certificate is issued in terms of the B-BBEE Act No. 53 of 2003, the B-BBEE Codes of Good Practice issued by the DTI and gazetted in February 2007 (Government Gazette No 29617), the Verification Manuals issued by the DTI in July 2008 (Government Gazette No 31255), and the Construction Sector Code Government Gazette No 32305

www.ardentgroup.co.za | info@ardentgroup.co.za | Tel:- 011 021 1250



Civic Centre
1 Nel Street
Nelspruit
1200
South Africa



P O Box 45
Nelspruit
1200
South Africa
Tel: +27 (0) 13 759-9111
Fax: +27 (0) 13 759-2070

MBOMBELA LOCAL MUNICIPALITY 46504

Your Ref: PHUMLA
Enquiries: WHITE RIVER
Telephone: 013 759 2025/2064

Sir/Madam

CONFIRMATION LETTER


This letter serves to confirm that:

Full names SUSAN FIKILE MKANZI

ID No 721010 0449 08 9

Is residing/operating at stand number 531 FARMS, SHEFFIELD RIDGE,
Situating within the jurisdiction of Mbombela Local Municipality. WHITE RIVER, 1240

We trust you will find the above to be in order.


MUNICIPAL OFFICIAL

NB: Issued on presentation of a letter from a tribal authority, induna, ward councillor or valid lease agreement

- 2.8 “**SCC**” means Special Conditions of Contract.
- 2.9 “**MDOE**” means Mpumalanga Department of Education.
- 2.10 “**Primary co-operative**” means a co-operative formed by a minimum of five natural persons whose objective is to provide employment or services to its members and to facilitate community development.
- 2.11 “**Secondary Co-operative**” means a co-operative formed by two or more primary co-operatives to provide sectoral services to its members, and may include juristic persons.
- 2.12 “**CRDP**” means Comprehensive Rural Development Programme

3. APPOINTMENT

- The Mpumalanga Department of Education hereby appoints the service Provider on the terms and subject to conditions recorded in this Agreement and the Service Provider accepts such appointment.
- The price is fixed at R2.18 per learner per day for primary schools, and R3.08 for secondary schools in the 2013/14 financial year for primary and secondary schools respectively in schools beyond 30km radius.
- There shall be a price adjustment for the 2014/15 financial year after approval of the Provincial Business Plan by DBE.
- Any price changes in subsequent years shall be communicated with the supplier in writing.
- The prices supra (paragraph 12) for the cooked menu will be inclusive of VAT only on those food items which are not zero-rated i.e. Soya mince and salt.

4. PERIOD OF CONTRACT

The contract to supply the required goods shall come into effect on the **First (1st)** day of **January** month of **2014** year , this agreement is signed by both parties and shall be a three year contract with an option to extend for another two (2) years upon rendering a satisfactory service.

5. DUTIES OF THE SERVICE PROVIDER

The Service Provider is appointed to manage, operate warehouse and supply bulk dried foodstuffs, fresh vegetables and fruits to schools participating in the NSNP within identified Comprehensive Rural Development Programme (CRDP) areas.

6. FOOD QUALITY STANDARDS

The menu that is served to learners in schools is prescribed by the Department. The service provider SHALL enable the schools to prepare all menus by ensuring that the right quality of foodstuffs in their correct quantities is delivered at the right time. Schools that will deviate from the prescribed menu as a result of a supplier's failure to deliver will report such failures to the circuit office. Such failures will constitute a breach of contract and will thus be handled appropriately.

6.1 The maize meal, maize rice, soya mince, beans, cooking oil and vegetables shall be subjected to quality determinations on standard nutrient specifications.

6.2 The above food items shall be supplied in bulk to schools.

6.3 The food should supply nutrients, such as vitamins, minerals, fatty acids or amino acids, and should be in compliance with the approved menu which strives to deliver one third (33%) of the RDA for children aged 7 – 10 years.

"RDA" in this context refers to macro nutrients as well as specifically identified micro nutrients (Zinc, Calcium, Iron and Vitamin A).

6.4 The food should be of a high quality, safe and comply with the standards set in the Food Based Dietary Guidelines (FBDG's) for healthy South Africans developed by DoH in 2003 to promote healthy lifestyles by enabling learners to:

- Enjoy a variety of foods
- Make starchy foods the basis of most meals
- Eat plenty of vegetables and fruits everyday
- Eat dry beans, peas, lentils and soya regularly
- Drink lots of clean, safe water
- Use food and drinks containing sugar sparingly and not between meals

The food supply should enable feeding of all learners at least once per day for the whole school calendar year (195-200 days) excluding weekends, school holidays and public holidays.

Delivery of bulk food items (excluding fruit and vegetables) by the contracted Service Providers must take place before the learning period starts, but also in time to accommodate the preparation of the food so that meals can be prepared and served to learners before 10:00 each morning

7. AGREEMENTS WITH AGRICULTURAL CO-OPERATIVES

- 7.1 The service provider has been appointed to manage, operate warehouse and supply bulk dried food stuffs, fresh vegetables and fruits to schools participating in the NSNP within the identified Comprehensive Rural Development Programme (CRDP).
- 7.2 The service provider shall procure at least 70% of the fresh products, i.e. fruits and vegetables from the registered agricultural co-operatives in the CRDP areas.
- 7.3 The service providers' agreement with these agricultural co-operatives will form the addendum to the contract between the service provider and the Department.
- 7.4 In the event the identified agricultural co-operatives are unable to supply the service provider with the required food items (fresh vegetables and fruits); the service provider must as a matter of urgency report such in writing to the Department.

8. DELIVERY AND TRANSPORTATION CONDITIONS

- 8.1 Depending on the shelf life of the product and the availability of storage facilities in the various schools, deliveries of dry food products shall be done at least once a month.
- 8.2 Raw or fresh products (perishable) shall be delivered at least once a week.
- 8.3 The delivery of bulk foodstuff must take place not only before the learning period starts, but also timeously to accommodate the preparation of the food to ensure that the Department can provide meals that are consumed before 10:00.
- 8.4 Delivery of food stuffs shall be on/before the first day feeding on that particular month.

[Handwritten signature]
now AT 10
D

- 8.5 The preferred mode of transporting food to schools is a closed truck. In case an open truck is used, the food shall be covered with tarpaulin to prevent contamination or quality deterioration due to exposure to rain.

9. PACKAGING

- 9.1 Items delivered must adhere to the applicable requirements with regard to the labeling and packing.
- 9.2 Food items must have mixing and preparation instructions affixed.
- 9.3 Items purchased from manufacturers/stated suppliers may not be repackaged or reworked.
- 9.4 Items must have the original manufacturers expiry dates affixed.
- 9.5 No hand written, typed and pasted information will be allowed. Food items without original manufacturer's expiry date will be rejected.

10. UNDERTAKING BY THE MPUMALANGA DEPARTMENT OF EDUCATION

- 10.1 The Department reserves the right to withdraw schools from the School Nutrition Programme or add schools where deemed necessary. A **(14) fourteen** days notice will be given to this effect.
- 10.2 The Department has a right to amend the number of school learners participating in School Nutrition Programme as well as the number of feeding days if deemed necessary. A **(14) Fourteen** days notice will be given to this effect
- 10.3 The Department reserves the right to conduct an in loco inspection of the business premises (office and Warehouse) before and after awarding the tender.
- 10.4 The Department of Education reserves the right to change the menu at any time, but **(30) thirty** days notice will be given to that effect.
- 10.5 The performance of service provider(s) will be evaluated throughout the year. If progress is not satisfactory, and the provider is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.

- 10.6 If it is shown that errors or shortcomings exist within the service provided; the service provider shall be notified in writing and shall be required to perform corrective services to remedy such errors at no cost to the Department of Education. Such errors or shortcoming shall be remedied within **five (5)** working days.
- 10.7 The Department of Education reserves the right to reject services/work that does not meet the required standard and to engage a different service provider to deliver to schools. The service provider shall be served with a **(30) thirty** days written notice for termination of contract in case of dissatisfactory performance.
- 10.8 In case the Department decides to have intervention programmes in schools e.g. winter holiday classes, the service provider in the service delivery area may have his/her terms of reference extended to cover these programmes. Notice to this effect will be provided 14 days before the implementation of the programme. An addendum to the Service Level Agreement will be signed with the service provider.

11. PAYMENT

Payment will be effected by MDOE within **30 (thirty)** days of receipt of an invoice which is prepared as follows:

- No duplicate invoice number(s)
- Signature of director/managing person.
- Amount (s) corresponding with what is contained in the source documents.
- No tippex (cancellation initialed)
- Delivery notes attached shall bear the signature of the school principal or delegated official plus the school stamp.

12. FOOD REGULATIONS

12.1 All food products should comply with the applicable requirements of the following legislation:

- Food items, Cosmetics and Disinfectants Act, of 1972 (Act No. 45 of 1972) as amended. (GN R313 of 16 February 1990)

- Health Act, 1977 (Act No. 63 of 1977) as amended (GN No R176 of 9 February 1996)
- Marketing Act, 1968 (Act No 59 of 1968 as amended)
- Trade Metrology Act, 1973 (Act No 77 of 1973) as amended Standards Act, 1993 (Act, 1993)
- Agricultural Products Standard Act, 1990 (Act No 119 of 1990)
- Specification of perishable foods, ST32 of 1992 as amended.

12.2 All packaging must indicate the nutrition contents.

12.3 All food quality must comply with relevant legislation e.g. Gazette 4667 of 15 March 1968 and any subsequent amendments made in terms of the Marketing Act, 1968 (Act No 59 of 1968). The national policy and implementation guidelines also require regular ad hoc sampling of food products for analysis at accredited laboratories for food safety purposes. In order to determine the quality of food supplied to schools in the province the main suppliers must send samples to accredited laboratories of their choice at their own costs for analysis.

The results for each consignment must be forwarded to the Department before deliveries of food items to schools.

12.4 In the event that any food items, which were delivered, are thought to be of a substandard nature or in doubt according to the nutrition analysis, the food will be sent for testing by the department. The cost of this test if the suspicion is confirmed will be for the account of the suppliers in the event that the suspicion is confirmed no claims will be paid out. In the case of clearance of such product the Department will take responsibility for the payment of the testing.

13. MONITORING OF THE PROGRAMME

The Department reserves its right to monitor the running of the Programme and to commission inspections to verify due performance by the Supplier in terms of this agreement and shall have the right to measure the actual success of the Programme against the stated objectives of the Programme.