



INVITATION TO BID

BID NUMBER:	EKZNW 07/2024/25
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	SUPPLY AND DELIVERY OF CROCKERY AND CUTLERY (AS AND WHEN REQUIRED) TO EZEMVELO KZN WILDLIFE RESORTS FOR THE PERIOD OF FIVE (05) YEARS.
COMPULSORY SITES BRIEFING SESSIONS DATE & ADDRESS:	Date: 06 February 2025 Time: 11:00am Venue: Cedara Auditorium – 1 Cedara Road, Pietermaritzburg, 3200 Note: Bidders are to download and bring completed printed documents with them to site so that the “OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE” (page 5) can be signed and stamped on site.
CLOSING DATE AND TIME:	18 February 2025 11:00am
BID VALIDITY PERIOD:	120 calendar days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202 NB: Bidders must submit both hard copies and electronic documents in the form of a USB.

NAME OF BIDDER:	
BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:	R
BID PRICE IN WORDS:	
BIDDERS SIGNATURE:	

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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, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

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 accurately completed. Bidders must ensure that all questions are answered. If questioned 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. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with the same will invalidate your bid.**
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. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. Bidder must initial each and every page of the bid document.
18. **For compulsory briefing sessions - Bidders must ensure that during a briefing session, the certificate is stamped and signed, also ensure that the attendance register is signed. Failure to comply with any of these will result to disqualification.**

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 Ezemvelo KZN Wildlife 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.

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:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: _____

BID No: EKZNW 07/2024/25.

SERVICE: SUPPLY AND DELIVERY OF CROCKERY AND CUTLERY (AS AND WHEN REQUIRED) TO EZEMVELO KZN WILDLIFE RESORTS FOR THE PERIOD OF FIVE (05) YEARS.

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

Name of Public Entity Representative
(PRINT NAME)

Official stamp with signature

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:.....

hereby authorise Mr/Mrs/Ms.....

acting in the capacity of.....

whose signature is.....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

- Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE							
BID NUMBER:	EKZNW 07/2024/25	CLOSING DATE:	18 February 2025	CLOSING TIME:	11:00		
DESCRIPTION	SUPPLY AND DELIVERY OF CROCKERY AND CUTLERY (AS AND WHEN REQUIRED) TO EZEMVELO KZN WILDLIFE RESORTS FOR THE PERIOD OF FIVE (05) YEARS.						
BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:							
Ezemvelo KZN Wildlife, Head Office							
Queen Elizabeth Park							
No. 1 Peter Brown Drive, Montrose							
Pietermaritzburg, 3202							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Sthabiso Sithole			CONTACT PERSON	Nozipho Sibeko		
TELEPHONE NUMBER	033 845 1225			TELEPHONE NUMBER	036 353 3718		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Sthabiso.Sithole@kznwildlife.com			E-MAIL ADDRESS	Nozipho.Sibeko@kznwildlife.com		
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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.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:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Closing Time:	Bid number Closing date:
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OFFER TO BE VALID FOR **120** CALENDER DAYS FROM THE CLOSING DATE OF BID.

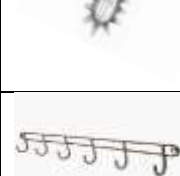
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
1	Wine Glass Red Colour: Glass Size: 245ml	Clear Glass – Red Wine Glass - Consol Range or equivalent -Box of 48 glasses		Box	1	
2	Whiskey Glass Colour: Glass Size: 350 ml	-Clear Glass – Whisky Glass -Consol Range or equivalent -Box of 48 glasses		Box	1	
3	Beer Glass Colour: Glass Size: 400ml	Clear Glass – Beer Glass Type: Willy Range: CONSOL or equivalent -Box of 48 glasses		Box	1	
4	Zombie/Highball Glass Colour: Glass Size: 330ml	Clear Glass – Zombie/Highball Glass Range: CONSOL or equivalent -Box of 48 glasses		Box	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
5	Water Jug Colour: Glass Size: 1.3L	-Clear Glass - Jug with lid -Range: CONSOL or equivalent -Each		Each	1	
6	Ashtray Colour: Stacking Smoked Size: 9cm	-Ashtray Clear Glass - Shape: Round -Box of 12 ashtrays		Box	1	
7	Table fork Colour: S/S Length: 19.3cm Size: 0.92kg	Table Fork - Stainless Steel – - Classic hotel range - Material: 18/0 - pack of 12		Pack	1	
8	Table Knife Colour: Silver Length: 24.4cm Weight: 78 g	-Table Knife - Stainless Steel – - Classic hotel range - Material: 18/0 - pack of 12		Pack	1	
9	Steak Knife Colour: Silver Size: Length 23 cm Weight:0.9kg	Steak Knife - Stainless Steel – - Classic hotel range - Material: 18/0 Sharp pointed -Pack of 12		Pack	1	
10	Tablespoon Colour: Silver Size: 15 ml Length: 23.3cm Weight:0.92kg	-Tablespoon Product Stainless Steel - - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	
11	Dessert Knife Colour: Silver Length: 21cm Size: 0.12kg	-Dessert Knife Stainless Steel - - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
12	Dessert Fork Colour: Silver Length: 17.6cm Size: 0.12kg	-Dessert Fork Stainless Steel - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	
13	Dessert Spoon Colour: Silver Size: 10ml Length: 18 cm Weight: 0.26kg	-Dessert Spoon Stainless Steel - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	
14	Teaspoon Colour: Silver Size: 5ml Weight: 0.08kg	-Teaspoon Stainless Steel Range: - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	
15	Soup Spoon Colour: Silver Size: 10ml Dimens: 9.5 x 27 x 2.5 cm Weight: 0.25kg	Soup Spoon - Stainless Steel - Classic hotel range - Material: 18/0 -Pack of 12		Pack	1	
16	Scissor Salad Tong (Spoon & Fork paired) Colour: Silver Size: 24 cm long handle	Scissor Salad Tong Material: Stainless Steel - (Spoon & fork paired) - Handle length – 24cm -Each		Each	1	
17	Grater Colour: Silver Size: 24cm (L) x13cm (W) x 27cm (H) Weight: 0.41kg	Grater Material: Stainless Steel Shape: 4-sided Handle: PVC material Prestige or equivalent Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
18	Can Opener Colour: Silver Size: 27cm (L) x11cm (W) x 4.5cm (H) Weight: 0.24kg	Can Opener Material: Stainless Steel Handle: Stainless Steel Prestige or equivalent Each		Each	1	
19	Wine opener Colour: Silver Size: 4.8x8.1x22.1 cm Weight: 0.20kg	Wing Type Wine Opener - Chrome Wings: Chrome ends Size H170 x W63 x D38mm Prestige or equivalent Each		Each	1	
20	Potato Peeler Colour: Silver Size: 15cm	- Stainless Steel – Double edge Potato Peeler - PVC Black Handle -Pack of 12		Pack	1	
21	Potato Masher Colour: Silver Size: 0.15kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
22	Straining Spoon Colour: Silver Size: : 28.5 x 9 x 10.5cm - Weight: 0.10kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
23	Rice Ladle Colour: Silver Size: 34.5 x 9 x 10.5cm - Weight: 0.10kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
24	Carving Fork Colour: Silver Size: Dimensions: 34 x 7 x 6cm - Weight: 0.70kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
25	French Whisk Colour: Silver Size: 30cm (L) x 6cm (W) x 6cm (H) Weight: 0.09kg	Wire Whisk Material: Stainless Steel Each		Each	1	
26	Slotted Turner or Egg Lifter Colour: Silver Size: 28.5 x 9 x 10.5cm - Weight: 0.10kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
27	Soup Ladle Colour: Silver Size: 28.5 x 9 x 10.5cm - Weight: 0.11kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
28	Spaghetti Slotted Spoon Colour: Silver Size: 28.5 x 9 x 10.5 - Weight: 0.10kg	Material: Stainless steel Handle: S/S with rubber grip Prestige or Equivalent Each		Each	1	
29	Kitchen Utensils Rack Chrome Plated Width: 395mm Length: 60mm	6 Hook - Chrome plated material Wall mounted		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
30	Wooden Spoons Dimensions: 13 x 11 x 41.5cm	3 set 1 Wooden Spoon small 1 Wooden Spoon medium 1 Wooden Spoon large		Set	1	
31	Place mat Dimensions: 380x240mm	Place mat with cork backing 3mm thick Heat, scratch and stain resistant With nature features		Each	1	
32	Dinner Plate Colour: White Size: 25cm	Dinner Plate - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe - Box of 12		Box	1	
33	Fish Plate Colour: White Size: 23cm	Fish Plate - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe - Box of 12		Box	1	
34	Side Plate Colour: White Size: 20cm	Side Plate - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Box of 12		Box	1	
35	Cereal Bowl Colour: White Size: 18 cm	Soup/Cereal Bowl - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe - Box of 12		Box	1	
36	Soup Bowl Colour: White Size: 22cm	Dessert Bowl - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe - Box of 12		Box	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
37	Teacup and saucer Colour: White Size: 240ml	Teacup and Saucer - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe -Pack of 6		Pack	1	
38	Coffee Mug Colour: White Size: 300ml	Coffee Mug - Hotel ware-Polaris range or equivalent - Material: Vitrified Ceramic - Microwave Safe - Stacker -Pack of 6		Pack	1	
39	Milk Jug Colour: White Size: 0.25L Café Continental Banquet Range	Milk Jug Material: Porcelain – Milk Jug With handle -Pack of 6		Pack	1	
40	Milk Jug Colour: White Size: 0.10L Café Continental Banquet Range	Continental SA Material: Ceramic Milk Jug with handle		Each	1	
41	Sugar Bowl Colour: White Size: 300 ml/0.3L	Material: Porcelain – Sugar Bowl with Hinged Lid -Pack of 6		Pack	1	
42	Tea Pot Colour: White Size: 500 ml Café Continental Banquet Range	Continental SA Material: Ceramic Tea Pot with lid With handle -Pack of 6		Pack	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
43	Tea Pot Colour: White Café Continental Banquet Range Size: 1 Litre	Continental SA Material: Ceramic Tea Pot with lid With handle -Pack of 6		Pack	1	
44	Round Tray Colour: Silver Size: 360 mm	Round Tray Material: Stainless Steel - Shape: Round - Anti-slip inner surface -Each		Each	1	
45	Gravy Boat Size: 285ml Colour: Silver	Gravy Boat Stainless Steel Steel King/equivalent Each		Each	1	
46	Colander Strainer Size: 28.5cm Colour: Silver	Colander Stainless Steel- -18/8 stainless steel Sturdy metal base Two large handle grips Steel King or equivalent Each		Each	1	
47	Mixing Bowl Steel Round- Size: 15.5cm Colour: Silver	Mixing Bowl Stainless -Made from 430 stainless steel Shape: Round Each		Each	1	
48	Mixing Bowl Steel Round- Size:19.5cm/1.5 litres Colour: Silver	Mixing Bowl Stainless -Made from 430 stainless steel Shape: Round Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
49	Mixing Bowl Steel Round- Size: 24.5cm /3 litres Colour: Silver	Mixing Bowl Stainless -Made from 430 stainless steel Shape: Round Each		Each	1	
50	Salad Bowl Colour: Clear Glass Size: 17cm (Small)	Clear Glass – Salad Bowl - Microwave Safe - Heat Resistant -Each		Each	1	
51	Mesh Strainer Size: 20cm Colour: Silver	Strainer Double Fine with double hooks - Materials: 18/10 Inox stainless steel -Round shape -Each		Each	1	
52	Salad Bowl Colour: Clear Glass Size: 23cm (Medium)	- Clear Glass – Salad Bowl - Microwave Safe - Heat Resistant -Each		Each	1	
53	Salad Bowl Colour: Clear Glass Size: 29cm (Large)	- Clear Glass – Salad Bowl - Microwave Safe - Heat Resistant -Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
54	Kitchen Scissors Size: 10 x 1.5 x 29.5cm Weight: 0.17kg	Stainless Steel Kitchen Scissors Blade: Stainless Steel Handle: PVC material -Each		Each	1	
55	Pocket knife Sharpener Size: 11x4x18cm Colour: Black	Stainless Steel One gap Each		Each	1	
56	Braai Tong stainless steel barbecue tongs Size: 47,3cm Weight:0.26kg	-Wooden hand grip -Slotted tong scoops Range: Tramontina/equivalent Each		Each	1	
57	Serving or Stirring Spoon Set of 2 Colour: Silver Size: 65mm(L) x 325mm(W) x 4mm(H) Weight: 0,1kg	Serving Spoon Solid Base Material: Stainless Steel Set of 2		Set	1	
58	Chopping Board Size: 457 x 305 x 12mm Colour: White	Cutting Board White Plastic Material: Hard-wearing Polyethylene (LDPE) Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
59	Chopping Board Size: 457 x 305 x 12mm Colour: Green	Cutting Board Green Plastic Material: Hard-wearing Polyethylene (LDPE) Each		Each	1	
60	Chopping Board Colour: Red Size: 457 x 305 x 12mm	Cutting Board Material: Hard-wearing Polyethylene (LDPE) Each		Each	1	
61	Melamine Tray Size: 35X27Cm	Melamine Tray Colour: White Heavy Duty Serving Tray Each		Each	1	
62	Bread Bin Colour: Silver Size: 29cm(L) x 45cm(W) x 48cm(H) Weight: 1.2 kg	-Stainless Steel Bread bin - capacity for two loaves of bread -Flat on top Each		Each	1	
63	Paring Knife Size: 10cm Colour: Black handle	Stainless steel blade Handle: PVC Product Range: Victorinox or Equivalent Pack of 6		Pack	1	
64	Chef Knife Size: 20cm Colour: Black handle	Stainless steel blade Bactiproof Handle Product Range: Arcos or Equivalent Each		Each	1	
65	Bread Knife Size: 200mm Colour: Black handle	Stainless steel blade Handle: PVC Product Range: Arcos or Equivalent Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
66	Ice Bucket Size:4 Litre Colour: Silver	Ice Bucket- Material Stainless Steel Shape: Round Each		Each	1	
67	Dish Rack Height: 110mm Width: 465mm Depth: 340mm Finish: Stainless steel	Dish Rack Product: Stainless Steel Material: Metal Each 465 x 340 x 110mm Each		Each	1	
68	Measuring Jug Size: 600ml Colour: Clear with numbers Weight:120g	Measuring Jug -Material: Plastic -Three measuring system on the jug Each		Each	1	
69	Butter Dish Size: 195x120x80mm Colour: Silver Shape: Rectangular	Butter Dish Product Material: Stainless Steel With Lid Suitable for 500ml Each		Each	1	
70	Pedal Bin Size: 3 Litre Height 28.5cm. Diameter 20cm Colour: Silver (Sanitary bin)	- Stainless Steel Product - foot pedal mechanism - plastic removable inner bucket with handle Stainless Steel lid Each		Each	1	
71	Pedal Bin Size:12L (kitchen) Dimension: L30.5xW24xH37.5 cm Shape: Round Colour: Silver	Stainless Steel Product - foot pedal mechanism - plastic removable inner bucket with handle Stainless Steel lid Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
72	Pedal Bin -Size: 20L (kitchen) Dimension: L29xW29xH45 cm Shape: Round Colour: Silver	Stainless Steel Product - foot pedal mechanism - plastic removable inner bucket with handle Stainless Steel lid Each		Each	1	
73	Pedal Bin steel powder coating Dimension:16.8 x 28cm Size: 3L	Material: Body & Lid - Carbon Steel with Powder Coating (0.3mm thickness Inner bucket and base made of sturdy PP black material		Each	1	
74	Pedal Bin plastic Size: 12L Dimension: 284mm(L) x 272mm(W) x 363mm(H) Colour: Dark Grey or Grey Shape: Round	Plastic product -Foot pedal mechanism - Plastic attached lid Each		Each	1	
75	Pedal Bin plastic Size: 20L Dimension: 322mm(L) x 307mm(W) x 403mm(H) Colour: Dark Grey or Grey Shape: Round	Plastic product -Foot pedal mechanism - Plastic attached lid Each		Each	1	
76	Paper Dust Bin Colour: Silver Size: 25.4x30.4 cm Capacity: 6L (Bedroom)	Material: Stainless Steel Rust resistance Each		Each	1	
77	Cordless White Kettle Capacity: 1.7L Colour: White	Electric Kettle - Automatic switch off - Dual water level indicator - Stainless Steel - Plastic for the coast) Mellware or equivalent Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
78	Cordless Stainless steel Capacity: 2L Colour: Stainless Steel Dimension: 20cm(L) x 20cm(W) x 20cm(H)	Electric Kettle - Automatic switch off - Dual water level indicator - Stainless Steel - Plastic handle - Each		Each	1	
79	Toilet Brush and Holder Size: H: 27xD:10xW:10cm Colour: Silver Weight: 0.4kg	Toilet Brush with close Holder Material: 1xStainless steel holder & Plastic for Coastal resorts 1xPlastic bristled brush Plastic for the coast Each		Each	1	
80	Toilet Brush and Holder Width:5cm	Toilet Brush & Holder Material: Silicone Colour: White		Each	1	
81	Kitchen wash Up Brush Colour: Blue Size: 275x32x65cm Weight: 45g	Wash Up Brush Material: Plastic White plastic bristled Addis or equivalent Each		Each	1	
82	Cutlery Tray Colour: Steel Grey Size: 36x33.5x5.2 cm Weight: 450g	Cutlery Tray Material: Plastic 6 Slotted areas Addis or equivalent Each		Each	1	
83	2 Slice Toaster Eco Size: 24cm(L) x 15cm(W) x 16cm(H) Colour: Stainless Steel 2 slice capacity Power: 750w Weight:0.91kg	- 2 slice toaster - Cool touch housing - Defrost function - Variable browning control - Cancel and stop function - Removable crumb tray Steel body. Mellware or equivalent -Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
84	Roasting Pan with the Lid Size:335 x 255 x 50mm Colour: Silver	Heavy duty 430 stainless steel 18/0 Range: Steel King or equivalent Each		Each	1	
85	Rectangular Oven Tray Heavy-duty 0.8mm Size: 295x210x40mm	Oven Tray Material: 17/0 Stainless steel Each		Each	1	
86	Toaster Rack Size: 192x92x165mm Colour: Silver	Toaster Rack Stainless Steel 6 Bar Material: Stainless Steel Each		Each	1	
87	Casserole Pot Size: 18cm or 2 Litre Colour: Silver	Stainless Steel 18/8 Casserole Impact Bonded Base 4mm sandwich base Handle: Riveted steel handles -With Stainless steel Lid Steel King or equivalent Each		Each	1	
88	Casserole Pot Size: 20cm or 3 Litre Colour: Silver 2 handles	Stainless Steel 18/8 Casserole Impact Bonded Base 4mm sandwich base Handle: Riveted steel handles -With Stainless steel Lid Steel King or equivalent Each		Each	1	
89	Casserole Pot Size: 24cm or 6 Litre Colour: Silver 2 handles	Stainless Steel 18/8 Casserole Impact Bonded Base 4mm sandwich base Handle: Riveted steel handles -With Stainless steel Lid -Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
90	Casserole Pot Size: 26cm or 8 Litre Colour: Silver 2 handles	Stainless Steel 18/8 Casserole Impact Bonded Base 4mm sandwich base Handle: Riveted steel handles -With Stainless steel Lid -Each		Each	1	
91	Frying Pan Size: 20cm Colour: Silver Height: 4.5cm Colour: Silver	Stainless Steel 18/8 Product: Steel king or equivalent Impact Bonded Base 4mm sandwich base Each		Each	1	
92	Frying Pan Size: 24cm Colour: Silver Height: 4.5cm Colour: Silver	Stainless Steel 18/8 Product: steel king or equivalent Handle: Steel Impact Bonded Base 4mm sandwich base Each		Each	1	
93	Plastic Fridge Capacity: 1 L	Fridge Bottle Material: Plastic Strew lid. Addis or equivalent Each		Each	1	
94	Plastic Fridge Capacity 1.7L Size: 144mm(L) x 77mm(W) x 268mm(H) Colour: Clear	Fridge Bottle Material: Plastic Strew lid. Addis or equivalent Each		Each	1	
95	Hanger Anti- Theft Ring Plastic Colour: Black Size: Standard	ANTI THEFT COAT HANGER with ring Material: Plastic With Oval rings Each		Each	1	

No.	Item	Description	Item Code or Picture	Unit of Measure	Quantity	Unit price Excl. vat
96	Ice Cube Tray Colour: Grey Size: 110mm(L) x 270mm(W) x 42mm(H)	Ice Cube Tray Material: Virgin polypropylene Makes 16 large ice cubes. Each		Each	1	
97	Coffee Plunger - 6 Cups (800ml) Colour: Clear Size: 30cm(L) x 30cm(W) x 21cm(H)	Coffee Plunger With Chrome frame Chrome Plated Each		Each	1	
98	Beverage Box Length: 7,5cm Width: 12.5cm Front Height: 3.5cm Back Height: 7cm	Beverage Box Material: Wood Colour: Mahogany Each	 Length x Width: 7.5cm x 12.5cm Front Height: 3.5cm Back Height: 7cm	Each	1	
99	Hotel Multifunction Wall Mounted Hair Dryer with Holder Colour Black Size: Height - 260mm, Width - 265mm, Depth - 85mm,	Multifunction Hairdryer -3 heat and 2 speed settings and a cool blast option. Material: Plastic: ABS Each		Each	1	
100	Oven Gloves Size: 11x4x18cm Colour: Black Handy Dandy Silicone Oven Gloves Size: 36cm	Oven Gloves Material: Silicone Heat resistant. Set of 2		Set	1	

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

3.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1.If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

3.5 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.

3.6 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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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.

PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the 80/20 preference point system.
- (b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PPP PRICE OFFER	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000).

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ

of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	3		Proof B-BBEE status level contributor indicating the percentage of black ownership.
At least 51% owned by black people who are women.	10		Proof B-BBEE status level contributor indicating the percentage of black ownership.
At least 51% owned by black people who are youth.	2		Proof B-BBEE status level contributor indicating the percentage of black ownership.
Geographical Location: Province of KwaZulu-Natal	5		Utility bill / letter from the ward councilor / lease agreement.

DECLARATION WITH REGARD TO COMPANY/SPV

4.3 Name of company/SPV.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium/
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

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 that 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

- 4.1 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.
- 4.2 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.

6. 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.

7. Patent rights

7.1 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.

8. Performance security

8.1 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.

8.2 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.

8.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) cashier's or certified cheque

(i) 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.

9. Inspections, tests and analyses

9.1 All pre-bidding testing will be for the account of the bidder.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.

- 9.8 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.

10. Packing

- 10.1 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.
- 10.2 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.

11. Delivery and documents

- 11.1 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.
- 11.2 Documents to be submitted by the supplier are specified in SCC.

12. Insurance

- 12.1 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.

13. Transportation

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

14. Incidental Services

- 14.1 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.
- 14.2 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.

15. Spare parts

- 15.1 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.

16. Warranty

- 16.1 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.
- 16.2 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.
- 16.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 16.4 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.
- 16.5 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.

17. Payment

- 17.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 17.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 17.3 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.
- 17.4 Payment will be made in Rand unless otherwise stipulated in SCC.

18. Prices

- 18.1 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.

19. Contract amendments

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

20. Assignment

- 20.1 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.

21. Subcontracts

- 21.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

22. Delays in the supplier's performance

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.

23. Penalties

- 23.1 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.

24. Termination for default

- 24.1 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.
- 24.2 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.

- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction
 - (c) the period of restriction; and
 - (d) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 24.7 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.

25. Anti-dumping and countervailing duties and rights

- 25.1 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.

26. Force Majeure

- 26.1 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.

26.2 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.

27. Termination for insolvency

27.1 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.

28. Settlement of Disputes

28.1 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.

28.2 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.5 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 to the supplier.

29. Limitation of liability

29.1 Except in cases of criminal negligence or wilful 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.

30. Governing language

30.1 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.

31. Applicable law

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

32. Notices

32.1 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

32.2 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.

33. Taxes and duties

33.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

34. National Industrial Participation (NIP) Programme

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

35. Prohibition of Restrictive practices

35.1 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).

35.2 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.

35.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation	
Bidder:	
Signature	
Date:	

SPECIFICATION

SUPPLY AND DELIVERY OF CROCKERY AND CUTLERY (AS AND WHEN REQUIRED) TO EZEMVELO KZN WILDLIFE RESORTS FOR THE PERIOD OF FIVE (05) YEARS

1. CROCKERY AND CUTLERY FEATURES

- Crockery (Hotel ware -Polaris range or equivalent)
- Strength and durability: products must be scratch resistant.
- Temperature extremes: products can withstand temperature up to 160°C, and ice chilled as required.
- Glaze durability: must have glaze durability to prevents thermal shock and crazing.
- Products must be edge-chip resistant which improves durability.
- Stackable products must be suitable to be stacked in a domestic and commercial kitchen environment. It must have the fully glazed base minimizes contact, thereby preventing damage when stacking.
- Microwave safe: products must microwave and oven safe and can withstand extremes in temperatures.
- Cookware
 - Sandwich base for optimised heat distribution
 - Impact bonded base technology
 - Riveted steel handles
 - Suitable for gas, electric, ceramic, halogen, and induction stovetops
 - Dishwasher safe
 - *4mm Sandwich base which means the base composition must be (stainless steel or Aluminum)

2. CUTLERY

- Classic line or 800-880 style hotel range (stainless steel)

3. EZEMVELO TOTAL COST OF SUPPLY AND DELIVERY OF CUTLERY

The current Ezemvelo KZN Wildlife total volumes per annum for supply and delivery of cutlery and Crockery

The table below details the number of transactions for the past three (3) Financial Years:

Supply and Delivery of cutlery and crockery			
Item	Description	Quantity	Financial Year
	Whisky Glass 350ml	300	2021
	Wine Glass 245ml	300	
	Zombie Glass 330ml	300	
	Beer Glass 400ml	300	
	Whisky Glass 350ml	1 000	2022
	Wine Glass 245ml	1 000	
	Zombie Glass 330ml	1 000	
	Beer Glass 400ml	1 000	
	Whisky Glass 350ml	1 000	2023
	Wine Glass 245ml	1 000	
	Zombie Glass 330ml	1 000	
	Beer Glass 400ml	1000	
	Water Jug 1,3L	300	2021

Report any Unethical Activity Without Fear of Victimization – Whistle Blow **0800 701 701** anytime

	Water Jug 1,3L	500	2022
	Wine Opener Size4,8X8	150	2021
	Wine Opener Size4,8X8	300	2022
	Wine Opener Size4,8X8	100	2023
	Toilet Brush Holder	90	2021
	Toilet Brush Holder	290	2022
	Toilet Brush Holder	500	2023
	2 Slice Toaster	60	2021
	2 Slice Toaster	100	2022
	2 Tower Dish Rack	75	2021
	2 Tower Dish Rack	200	2022
	Ashtray Clear Glass 9CM	300	2021
	Ashtray Clear Glass 9CM	48	2023
	Braai Tong	75	2021
	Braai Tong	1 000	2022
	Braai Tong	500	2023
	Bread Bin	90	2021
	Bread Bin	200	2022
	Bread Bin	50	2023
	Bread Knife	75	2021
	Bread Knife	1 000	2022
	Butter Dish	75	2021
	Butter Dish	75	2022
	Carving Fork 34X7x6CM	150	2021
	Carving Fork 34X7x6CM	1 000	2022
	Carving Fork 34X7x6CM	500	2023
	Casserole Pot Large	200	2021
	Casserole Pot Large	100	2022
	Casserole Pot Large	100	2023
	Casserole Pot Medium	200	2021
	Casserole Pot Medium	100	2022
	Casserole Pot Medium	100	2023
	Casserole Pot Small	200	2021
	Casserole Pot Small	100	2022
	Casserole Pot Small	100	2023
	Casserole Pot X Large	200	2021
	Casserole Pot X Large	100	2022
	Chef Knife	75	2021
	Chef Knife	1 000	2022

	Chopping Board	75	2021
	Chopping Board	300	2023
	Coffee Mug Polaris 300ML	300	2021
	Coffee Mug Polaris 300ML	1000	2022
	Coffee Mug Polaris 300ML	1000	2023
	Coffee Plunger	30	2021
	Coffee Plunger	60	2022
	Cordless White Kettle	90	2021
	Cordless White Kettle	200	2022
	Cordless White Kettle	300	2023
	Cutlery Tray	60	2021
	Cutlery Tray	60	2022
	Cutlery Tray	200	2023
	Dessert Bowl Polaris	300	
	Dessert Bowl Polaris	1 000	
	Dessert Fork 17,6CM	300	2021
	Dessert Fork 17,6CM	1 000	2022
	Dessert Knife 21CM 0,12K	300	2021
	Dessert Knife 21CM 0,12K	1 000	2022
	Dessert Spoon 18CM,0,26K	300	2021
	Dessert Spoon 18CM,0,26K	1 000	2022
	Dessert Spoon 18CM,0,26K	300	2023
	Dinner Plate 27CM	300	2021
	Dinner Plate 27CM	1 000	2022
	Dinner Plate 27CM	1 000	2023
	Tablespoon 15ML 23,3CM	300	2021
	Table Spoon 15ML 23,3CM	1 000	2022
	Table Spoon 15ML 23,3CM	1 000	2023
	Teacup / Saucer Polaris	300	2022
	Teacup / Saucer Polaris	1 000	2023
	Teapot	100	2022
	Teapot	200	2023
	Teapot 1LT	100	2022
	Teapot 1LT	200	2023
	Teaspoon 5ML 0,08KG	300	2021
	Teaspoon 5ML 0,08KG	20000	2022
	Teaspoon 5ML 0,08KG	300	2023

4. SPECIFIC CONDITIONS OF CONTRACT

- a) Brand names Wherever a brand name is specified in this bid document (i.e., in the specifications, pricing schedule or anywhere in this document), the Ezemvelo KZN Wildlife requirement is not limited to the specified brand name but requires an item similar/equivalent or better than specified.
- b) All prices must include VAT. If the bidder is not registered for VAT, do not include VAT in the price.
- c) Prospective bidders must quote all the items as per the pricing schedule – failure to comply will result in the bid being declared as non-responsive.
- d) Prices charged by the supplier for goods delivered under the contract shall not vary from the prices quoted by the supplier for the duration of the contract, except for any price adjustments authorized at the purchaser's request in line with CPI (consumer price index) and PPI (Produce Price Index).
- e) Price changes, whether because of CPI (Consumer Price Index) or PPI (Producer Price Index), should be reflected for the period of a contract from the second year of the contract. The price change should not exceed 8% changes each year”.
- f) Cutlery and crockery will be requested by the entity as and when needed. An official purchase order will thus be issued after an official request is sent to the appointed service provider. The service provider must issue a formal quotation to the entity for the various items in accordance with the tendered rates.
- g) Turnaround time for the delivery of cutlery and crockery period of two weeks (fourteen working days) from the issue of a formal purchase order will be allowed for delivery.
- h) If the appointed supplier fails to deliver goods within the allotted time, EKZNW retains the right to take whichever steps are necessary to alleviate the situation. This may include the involvement of other suppliers or contractors and the contractor will not have any claim because of the actions taken by EKZNW.
- i) On delivery All goods purchased will be subjected to inspection by EKZNW management
- j) The products must be properly packaged to ensure that they are protected from any form of damage.
- k) Penalty Clause (delivery of inferior quality materials): The delivery of inferior quality material will be returned at the cost of the supplier.
- l) Delivery Cost:
 - i. Only Department of Transport rates for delivery fees will be acceptable.
 - ii. If the bidder is outside KZN Province, Ezemvelo KZN Wildlife shall not be liable for delivery costs incurred by the bidder. Ezemvelo will only be liable to pay distance between entering KZN Province to the point of destination.
 - iii. Should the bidder come within the KZN Province, to supply and delivery of the cutlery and crockery Ezemvelo will only be liable to pay distance between his/ her registered address/ point of destination.
 - iv. Deliveries to be made to the following address:
QUEEN ELIZABETH PARK,
01 Peter Brown Drive
Montrose
Pietermaritzburg, 3201
- m) A formal communication will be issued to collect samples from bidders who were unsuccessful in their bids.
- n) Samples not collected within 90 calendar days from the date of the formal communication will be disposed of at Ezemvelo KZN Wildlife's discretion.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

2. CONTRACT PERIOD

This contract shall be for a period of 5 years.

3. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

3.1 Stage 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

3.2 Stage 2: Mandatory Requirements

Bidders are to provide the required documents as per all mandatory requirements stipulated in this document.

NOTE: It is **MANDATORY** for the Bidder to submit relevant documentation in respect of the below and failure to do so will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

Bidders are to provide full and accurate answers to all mandatory questions posed in this document and are required to explicitly state "Comply" or "Do not comply" (with a ✓ or an X) regarding compliance with the requirements.

No.	Requirements	Comply	Do not comply
1.	Company Experience Provide (03) three reference letters from previous clients confirming the supply and delivery of goods valued at R300,000.00 or more. N.B Bidders to ensure that the reference letter include the following information from each client(s):		

	1. Client Name 2. Company letterhead or company stamp 3. Description of the services 4. Contract period 5. Contract value 6. Client contacts person 7. Contract details Feedback from client in providing similar services (supply and delivery of goods)		
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3.3 **Stage 3: Technical compliance (SAMPLE EVALUATION)**

This phase entails the evaluation of quotation for technical compliance with reference to line-item requirements, only bidders will be requested to supply samples after passing phase 1 and phase 2 evaluation criteria.

- a) Samples must be submitted for the purpose of visual screening of products offered for compliance with specification during the evaluation.
- b) Bidders must submit the samples for each item offered for physical evaluation, at bidder's cost.
- c) Representative sample should be submitted where different sizes and color of the same product are called for against different item numbers, only one sample must be submitted but recorded/labelled accordingly to indicate all the item numbers represented.
- d) Samples are submitted for quality assurance.
- e) All samples submitted for visual screening must be a true representation of the product which will be supplied Ezemvelo KZN Wildlife
- f) Samples of all items awarded against this bid will be retained for the duration of the contract period for quality assurance.

Marking and submission of samples

The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening.

- a) Samples must be placed in suitable containers and be clearly marked with a hang tag(s) on the outside with the bid number, the item number(s), and the bidder's name. This detail must appear on a label attached to each individual item package. For ease of handling during evaluation process, laminating stickers or loose papers should not be submitted with the sample as the identity of the sample can be misplaced.
- b) All samples, including the labelling requirements, must be a true representation of the product that will be supplied during the contract period.
- c) Failure to comply with this condition may invalidate the bid.
- d) Samples not collected within 90 days calendar from the date of formal communication to collect samples, Ezemvelo KZN Wildlife can dispose samples at Ezemvelo KZN Wildlife discretion.

4.3 Stage 4: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

POINTS FOR PRICE	SPECIFIC GOALS AND POINTS		PROOF TO BE ATTACHED TO SUBSTANTIATE POINTS
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender	51% Black owned enterprise.	3	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	51% owned by Black people who are women.	10	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	51% owned by Black people who are youth.	2	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	Geographical Location: Province of KwaZulu-Natal	5	Utility bill / letter from the ward councilor / lease agreement.

ANNEXURE A: REFERENCE LETTER TEMPLATE

This document serves as reference referral and a service satisfaction survey rendered by:

.....
.....

REFERENCE COMPANY WHO RECEIVED THE SERVICE:

Client Name :

Client contact person:.....

Phone number.....

Contract Period:

Start date:End Date.....

Description of the
services:.....

Please tick only ONE option.

No:	Criteria	Yes	No	If no, provide reasons:
1.	Feedback from client in providing similar services (garden service)			

Comments:

.....
.....

Signature:.....

Date:

This document may be copied to the client's company letterhead or authenticated with a company stamp.