



BID NO. 021/2023/24

BID DOCUMENT: PROVISION OF INTERNAL AUDIT SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS.

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BID NOTICE

BID NO.021/2023/24: Provision of Internal Audit Service for the Eastern Cape Liquor Board

The Eastern Cape Liquor Board invites prospective bidders to bid for the following:

Bid number	Description	Compulsory Briefing sessions	Closing date and time
021/2023/24	"Provision of Internal Audit Services"	Ms Teams: 12 December 2023 at 11:00	15 January 2024 Time: 12:00pm
Request A Link to MS Team Meeting	Virtual Meeting will be held through Microsoft Teams and the link must be requested from Hlengiwe.Vakele@eclb.co.za or Sinazo Ndziba@eclb.co.za		NB: No one will be accepted to the meeting after 11h15

Bids are hereby invited from the suitable and qualified services providers/ bidders to submit bids for the above-mentioned bid.

Bid documents will be available from ECLB Head Office as from **08 December 2023** during office hours (08:00 to 16:30) Monday to Thursday and (08:00 to 16:00) on Friday upon the payment of **non-refundable deposit of R100.00** per set of documents which is deposited to:

Name: Eastern Cape Liquor Board, Bank: First National Bank Branch: East London, Account type: Cheque, Account no: 62103344800, Branch no: 210121

As reference kindly use the Bid Number and company name: (021/2023/24 Name of company) Please provide the deposit slip as proof of payment on request for the bid documents.

The completed documents and any supporting documentation must be placed in a sealed envelope clearly marked " **PROVISION OF INTERNAL AUDIT SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS**" and deposited in the Bid Box situated in the ECLB Head Office reception area, in Beacon Bay Crossing by 12:00pm on the **15th of January 2024** at 12h00pm. Submission register has to be signed by all the submitting bidders.

EVALUATION CRITERIA

POINTS WILL BE AWARDED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND PREFERENTIAL REGULATIONS OF 2022.

Compliance check for documents requirements will be used in Stage1. Functionality will be evaluated in Stage 2. The Price (80) and Specific Goals (20) will be evaluated in Stage 3/

The Three stages Evaluation will be employed.

1.1 STAGE 1: COMPLIANCE

Bidders must comply with the set of compliance requirements stated in the bid documents.

1.2 STAGE2: FUNCTIONALITY

All bids received will be evaluated according to Functionality Criteria in stage 2 .Only service providers who meet the minimum threshold of 70 points will proceed to stage 3.

1.3 STAGE 3 : PREFERENCE POINTS SYSTEM OF 80/20 FOR PRICE & THE SPECIFIC GOALS

STAGE 2: FUNCTIONALITY CRITERIA (Refer to the full TOR the bid for details)

FUNCTIONALITY	MAXIMUM POINTS
A. BIDDERS EXPERIENCE Internal audit work in similar public entities or government departments	10
B. TEAM EXPERIENCE: Internal audit work in similar public entities or government departments	10
C. METHODOLOGY <ul style="list-style-type: none">• A detailed Internal Audit Methodology (Planning, Execution, and Reporting & Follow up)• Risk Assessment Methodology and link to development of Risk Based Internal Audit Plan.• Provision of value-added services e.g., newsletters, GRAP updates, Training Resources	35
D. BIDDER'S ABILITY TO CARRY OUT SPECIALIZED AUDITS: <ul style="list-style-type: none">a. IT Governance with Security Cyber related auditsb. Audit/management of ethics related workc. Audit of Predetermined Objectives (AOPO)/ Audits of Performance Information.	15
E. QUALIFICATION OF KEY STAFF ALLOCATED THE PROJECT	20
F. INTERNAL AUDIT QUALITY ASSURANCE	10
TOTAL POINTS	100

NB: Service providers must provide sufficient proof/documents to justify awarding of the points above and such proof should include details of contactable references to evaluation criteria above.

Bidders who obtain 70 points and above out of 100 for functionality (Stage 2) will qualify for evaluation in terms of price and the Specific Goals Status in stage 3. All points scored by qualifying bidders in stage 2 will not be taken into consideration in stage 3

- Attendants/ prospective bidders has to sign the attendance register.
- No late, telegraphic, faxed, or e-mailed bids will be accepted.
- The ECLB Supply Chain Management policy will apply.
- ECLB reserves the right not to appoint for this bid.

Enquiries:

Mr. S. Madolo (Technical) or Miss H. Vakele (Supply Chain Management Office)

Contact details: 043 700 0900 /043 490 0464

Shop no. 10 Beacon Bay Crossing

Beacon Bay

5247

Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECLB" in these conditions shall mean the Eastern Cape Liquor Board

Extent of bid

This contract is for the "PROVISION OF THE INTERNAL AUDIT SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS" as detailed in the attached Terms of Reference.

Contract to be Binding.

The formal acceptance of this Bid by the ECLB will constitute a contract binding on both parties.

Mode of bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The ECLB wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire service offered.

Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECLB prior to the submission of a Bid.

Insurance Claims, etc.

The ECLB shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the ECLB against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECLB for scrutiny.

Signing of Documents

Bidders are required to return the complete set of documents duly signed.

Period of Validity for Bids and withdrawal of Bid after Closing Date

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

Price Escalation

Fixed total bid price for the aforementioned services must be submitted inclusive of price escalation % if necessary in each of the years and to be reflected to a detailed pricing schedule. No price adjustments will be allowed after the award of the contract.

Authority to Sign Bid Documents

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECLB at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

Samples

Not Applicable to this bid.

Duration of the Bid

It is envisaged that the successful Bidder will be appointed once the bid administration process is finalised and will be required to begin work on the assignment immediately upon appointment.

Delivery Periods

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the ECLB, the contract form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

Payment

Payment will be made on completion of each deliverable, as per agreement with service provider, and within 30 days of receipt of the invoice.

Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder further agrees as follows:

The successful bidder will be required to enter into a formal agreement with ECLB. Prior to the commencement of work, agreement will have to be reached with ECLB on appropriate methodologies for each item of work

Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked **“BID NO.021/2023-24 – PROVISION OF INTERNAL AUDIT SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS.** Bids must be deposited in the Bid Box situated in the ECLB Head Office reception area, at Shop No. **10 Beacon Bay crossing, Beacon Bay on the 15 January 2024 at 12H00 midday.** Submission register has to be signed by all the submitting bidders. Thereafter bids will be opened in public at the same premises.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

Bid Enquiries

Any enquiries regarding the bidding process or procedure should be directed to:

Ms Hlengiwe Vakele
Senior Supply Chain Officer
Tel: 043 700 0900
E-mail: hlengiwe.vakele@eclb.co.za

Any enquiries regarding technical information should be directed to:

Mr. S. Madolo
Eastern Cape Liquor Board
Shop No. 10 Beacon Bay Crossing
Bonza Bay Road
Beacon Bay
East London
Tel: 043 700 0900
Email: Sikhunjulwe.Madolo@eclb.co.za

TERMS OF REFERENCE: PROVISION OF THE INTERNAL AUDIT SERVICES

1. PURPOSE

The Eastern Cape Liquor Board (ECLB) requires the services of an external service provider that will provide comprehensive **INTERNAL AUDIT SERVICES** in accordance with the Institute of Internal Auditor's International Professional Practices Framework.

2. BACKGROUND

- 2.1 Eastern Cape Liquor Board is a statutory entity established in terms of Eastern Cape Liquor Act 10 of 2003. Its mandate is to regulate the registration of retail sales and micro-manufacturing of liquor in the Province, to encourage and support the liquor industry and to manage and reduce the socio-economic costs and other costs of excessive alcohol consumption by creating an environment in which, amongst others, the entry of new participants into the liquor industry is facilitated, appropriate steps are taken against those selling liquor outside the administrative and regulatory framework established in terms of the Act, and community considerations on the registration of retail premises are taken into account.
- 2.2 The scope of internal audit work entails evaluating the adequacy and effectiveness of the organisation systems of the internal control and developing recommendations for improvement. This includes:
 - 2.1.1 Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify and report such information;
 - 2.1.2 Reviewing the systems established by management to ensure compliance with those policies, plans, procedures, laws and regulations that could have a significant impact on operations, and determine whether the organisation is in compliance.
 - 2.1.3 Review systems and processes developed and implemented by management to manage ethics, fraud and corruption related risks including ethics management frameworks, necessary policies, strategies and plans in place.
 - 2.1.4 Reviewing the means of safeguarding of assets and verifying the existence of assets.
 - 2.1.5 Appraising the economy and efficiency with which resources are employed and identifying opportunities to improve operating performance.
 - 2.1.6 Reviewing operations or programmes to ascertain whether results are consistent with established objectives and goals and whether the operations or programmes are being carried out as planned; and
 - 2.1.7 Review compliance of the entity to the ICT Governance Framework, including assessing the ICT general controls.

3. TABLE 1: DELIVERABLES FOR THE INTERNAL AUDIT SERVICES

Bid Reference No	Details	Closing date
021/2023/24	INTERNAL AUDIT SERVICES	15 January 2024

- 3.1 Assist the ECLB Board Members in fulfilling their responsibilities of ensuring that the ECLB maintains an effective, efficient and transparent systems of financial and risk management and internal control while ensuring that there is a system of Internal Audit under the control and direction of an Audit Committee;
- 3.2 Perform an executive support function to the Audit Committee.
- 3.3 Ensure annual review and approval of the Internal Audit Charter by the Audit Committee.
- 3.4 Facilitate the risk assessment in accordance with the ECLB’s Risk Management Policy, Framework and best practices.
- 3.5 Prepare a risk based three year rolling strategic internal audit plan that details audit scope which includes the evaluation of adequacy and effectiveness of ECLB’s risk management, control, and governance processes, detailed resources, time frames per activity and present such strategic plan to Executive Management for inputs and to Audit Committee for approval;
- 3.6 Prepare and execute an annual risk based internal audit plan according to the approved resources and timeframes for each year of the rolling three-year strategic internal audit plan for approval by the Audit Committee.
- 3.7 Prepare and submit internal audit reports according to the execution of the risk based annual Internal Audit Plan and discuss with the Executive Management and report to the Audit Committee.
- 3.8 Conduct ad-hoc audits at the Board/Audit Committee/Management request in areas identified and agreed by Executive Management and Audit Committee;
- 3.9 Conduct quarterly and annual performance information audits in line with 2.2 above as well as audit of individual performance incentives; and
- 3.10 Review of annual financial statements.
- 3.11 Importantly to note is that the AG places reliance on the work of internal audit and it therefore imperative for the service provider to ensure that they keep themselves abreast of the AG requirements and that audit papers meet the AG required standards.
- 3.12 The appointed service provider is further required to provide entity with an Independent/External Quality Assurance Review report that indicates that it generally conforms to the Standards as it relates to the work it performs for the ECLB in at least one of the 3 years of the contract.

4. COMPULSORY REQUIREMENTS

- 4.1 Planning document such as process flow (or system documentation), reports and audit files with supporting documentation shall become property of the ECLB.

- 4.2 Service provider shall liaise and interact with both the Chief Financial Officer and external auditors to make all requested information available.
- 4.3 The service provider shall share working papers / methodologies used during the reviews while executing the approved risk based internal audit plans during the period of providing internal audit services with the Office of the Auditor General.
- 4.4 Collaborate and co-ordinate with other internal and external providers of assurance to ensure proper coverage and minimize duplication of effort;
- 4.5 The appointed service provider will be subjected to quarterly review based on the agreed SLA, deviation to SLA will be treated according to SLA terms developed.
- 4.6 Your written proposal must contain the following information:
- The completed bid submission forms attached to these terms of reference. Please ensure the full completion of these original forms.
 - CVs and certified copies of all relevant certificates of designated personnel who will be working on the assignment.
 - Certified proof of registration with IIA and/or SAICA.
 - Certified CIA and/or CA certification.
 - Letters of reference where such services have been previously conducted.
- 4.7 Compulsory briefing session will be held via MS Teams on the **12 December 2023**, and no one will be connected after 11:15. The link must be requested before 11h00 am from Hlengiwe.Vakele@eclb.za .
- 4.8 Bidders who do not attend the compulsory briefing session will not be considered.

5. BID EVALUATION CRITERIA

POINTS WILL BE AWARDED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND PREFERENTIAL REGULATIONS OF 2022.

All proposals received shall be evaluated based on the following criteria: -

Compliance check for documents requirements will be used in Stage1. Functionality will be evaluated in Stage 2. The Price (80) and Specific Goals (20) will be evaluated in Stage 3 as follows.

The Three stages Evaluation will be employed.

1.1 STAGE 1: COMPLIANCE

Bidders must comply with the full set of compliance requirements of this document in order to deem their submission valid. See paragraph 6 of the “Other Terms and Conditions of the bid.

1.2 STAGE2: FUNCTIONALITY

All bids received will be evaluated according to Functionality Criteria in stage 2 .Only service providers who meet the minimum threshold of 70 points will proceed to stage 3.

1.3 STAGE 3 : PREFERENCE POINTS SYSTEM OF 80/20 FOR PRICE & THE SPECIFIC GOALS

5.2 STAGE 2

Table 2: Functionality will be assessed against the criteria and weightings specified in Table 1 below:

FUNCTIONALITY	MAXIMUM POINTS
<p>G. Bidders experience in internal audit work in similar public entities or government departments</p> <ul style="list-style-type: none"> • 5 or more years of relevant experience =10 points • 4 years of relevant experience = 8 points • 3 years of relevant experience = 6 points • 2 years of relevant experience = 4 points • 1 year of relevant experience= 2 points <p><i>Bidders are required to submit letters of reference from previous contracts to substantiate all the years of experience claimed with contactable references and nature of service. 2 points are allocated for every year up to 5 years.</i></p>	10
<p>H. Team experience in internal audit work in similar public entities or government departments</p> <ul style="list-style-type: none"> • 5 or more years of relevant experience =10 points • 4 years of relevant experience = 8 points • 3 years of relevant experience = 6 points • 2 years of relevant experience = 4 points • 1 year of relevant experience= 2 points <p><i>Bidders are required to submit letters of reference from previous contracts to substantiate all the years of experience claimed with contactable references and nature of service for directors/members allocated to the project. 2 points are allocated for every year up to 5 years.</i></p>	10
<p>I. Methodology Bidders are required to provide and submit with their bid documents:</p> <ul style="list-style-type: none"> • A detailed Internal Audit Methodology (Planning, Execution, and Reporting & Follow up) – maximum 20 points. • Risk Assessment Methodology and link to development of Risk Based Internal Audit Plan – maximum 10 points. • Provision of value-added services e.g. newsletters, GRAP updates, Training Resources– maximum 5 points. 	35
<p>J. Bidder’s ability to carry out Specialized Audits:</p> <p>d. IT Governance with Security Cyber related audits</p> <ul style="list-style-type: none"> 3 or more IT related Audits 5 points 2 IT related Audits 3 points 	15

FUNCTIONALITY	MAXIMUM POINTS
<p>1 IT related Audit 1 point</p> <p>e. Audit/management of ethics related work</p> <ul style="list-style-type: none"> ○ 3 or more ethics related work 5 points ○ 2 ethics related work 3 points ○ 1 ethics related work 1 point <p>f. Audit of Predetermined Objectives (AOPO)/ Audits of Performance Information</p> <ul style="list-style-type: none"> ○ 3 or more Audits 5 points ○ 2 Audits 3 points ○ 1 Audit 1 point <p>NB: Reference Letters to be attached and must be on the Client's letterhead with nature of services and a name of contact person/ referee</p>	
<p>K. Qualification of Key staff allocated the project Bidders are required to provide and submit with their bid documents the following:</p> <ul style="list-style-type: none"> • Detailed Organogram of key staff and functions/ roles – maximum 5 points. • A point for every staff member within the project who is registered with the <i>Institute of Internal Auditors</i> (IIA) or South African Institute of Chartered Accountants (SAICA) – Maximum of 2 points. • 3 points for every staff member within the project with 4 year degree or B-Tech in the accounting, internal audit or auditing field– maximum of 9 points • 2 Points for every staff member within the project that is a Certified Internal Auditor (CIA) or Chartered Accountant (CA) – maximum 2 points • 2 points for every staff member with certificate in <i>Accreditation in Internal Quality Assessment / Validation</i> or successfully completed <i>Internal Audit Quality Assessment Course</i> – maximum of 2 points. <ul style="list-style-type: none"> – The following should be supplied to claim points <ul style="list-style-type: none"> ○ Qualifications of key staff members (supported by CVs and certified copies of all relevant certificates, for the entire engagement team) ○ Proof of registration with IIA and/or SAICA ○ CIA and/or CA certification 	20
<p>L. Internal Audit Quality Assurance Bidders are required to provide and submit with their bid documents the following:</p> <ul style="list-style-type: none"> • Detailed Quality Assurance and Improvement Program (QA&IP) (Internal & External assessments) – maximum 6 points. • Provide results of recent External Quality Assurance Review (QAR) – maximum 2 points • 2 points if the bidder achieved an overall assessment that it “<i>Generally Conforms</i>” to the Standards results for the External QAR – maximum 2 points. <p>Bidders that fail to score points in this section will be disqualified.</p>	10
TOTAL POINTS	100

NB: Service providers must provide sufficient proof/documents to justify awarding the points above and such proof should include details of contactable references to Evaluation Criteria above. BEE or Black service providers or consortiums will take a preference. Bidders who obtain 70 points and above out of 100 for functionality (Stage 2) will qualify for evaluation in terms of price and specific goals in stage 3. All points scored by qualifying bidders in stage 2 will not be taken into consideration in stage 3.

5.3 STAGE 3: Preferential Point system in accordance with 80/20 principle

Price and Specific Goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals of the company.

Table 3

Criteria	Point System
Price	80
Specific goals	20
Total	100

5.4.1 POINTS FOR SPECIFIC GOALS ARE BROKEN DOWN AS FOLLOWS

Specific goal category	Allocation of Points 20
Black Ownership: <i>Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i> <ul style="list-style-type: none"> ▪ 51% or more Black owned enterprises ▪ 50% - 10% Black ownership ▪ Less than 10% Black ownership 	 8 4 0
Women Ownership <ul style="list-style-type: none"> ▪ 51% or more Women Ownership ▪ 50%- 10% Women Ownership ▪ Less than 10% Women Ownership 	 3 1.5 0
Youth ownership <ul style="list-style-type: none"> ▪ 51% or more Youth ownership ▪ 50%- 10% Youth ownership ▪ Less than 10% Youth ownership 	 3 1.5 0
Disability <ul style="list-style-type: none"> ▪ 51% or more Disability ownership ▪ 50%- 10% Disability ownership ▪ Less than 10 % Disability ownership 	 2 1 0
Locality (Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required)	2
SMME/ EME SMME constitutes turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per Annum.	2
TOTAL	20

6. OTHER TERMS AND CONDITIONS OF THE BID

- 6.1 Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted bid
- 6.2 Eastern Cape Liquor Board does not bind itself to accept the bid with highest score
- 6.3 Eastern Cape Liquor Board reserves the right to cancel this procurement and pursue an alternative course of action at any time without incurring any liability towards any service provider
- 6.4 Service providers are advised that the submission of bids give rise to no contractual obligations on the part of ECLB.
- 6.5 In addition to adherence to the specific terms and conditions of bid provided in this document, the service provider shall be bound by the provisions of the General Conditions of Contract attached hereto.
- 6.6 Bids submitted by electronic transmission or faxed will not be accepted.
- 6.7 All bids submitted shall become the property of ECLB and shall not be returned.
- 6.8 The successful service provider will be subject to security clearance process as prescribed by National Treasury. This process includes verification of supplier and its shareholders/directors/member's status on the list of defaulters and restricted suppliers.
- 6.9 Service providers must be registered in the Treasury Central Supplier database. Tax Compliance Pin Code must be submitted.
- 6.10 Bids received after the specified time and date i.e. 15 January 2024 at **12H00** will NOT be considered and accepted.
- 6.11 No services shall be rendered or goods delivered before an official ECLB Purchase Order form has been received by the appointed service provider.
- 6.12 The ECLB may request written clarification, presentation or further information regarding any aspect of proposals submitted. Service providers must supply such requested information in writing or make presentations within the stipulated timeframe after the request has been made, or their bid will be disqualified.
- 6.13 In order for bids to be considered for and included in the evaluation, it is necessary that they cater for a complete solution and fully cater to the complete specifications outlined in the deliverables and other aspects of the terms of reference as outlined.
- 6.14 It is therefore the responsibility of the service provider to ensure that all components required are included as part of the bid.
- 6.15 Service providers shall not qualify their proposals with their own conditions. If a service provider does not specifically withdraw its own conditions of bid when called upon to do so, the bid response will be declared invalid

- **N.B: Completion of the returnable forms below is mandatory and failure to do so will render the quotation invalid. These forms must be completed in full on the original and must be signed.**

- I. SBD 1: Invitation to bid
- II. SBD3.1: Pricing Schedule
- III. SBD 4: Declaration of Interest
- IV. SBD 6.1: Preference Points Claim form
- V. SBD 7.2: Contract Form – Rendering of Services
- VI. SBD 8: Declaration of Bidder’s past SCM practices
- VII. SBD 9: Certificate of Independent Bid Determination

- **The bid document must be submitted in full and no portion of the document must be detached.**

7. PRICING

- 7.1 Pricing must include all costs that will ensure that a complete Internal Audit function is provided to the Eastern Cape Liquor Board (ECLB).
- 7.2 Price must be in South African currency and must be inclusive of VAT. Service providers are further requested to indicate their price in all elements listed in their pricing schedule (**no hidden costs/ unknown costs will be accepted**). Price will be evaluated based on 80 points and applicable formula of calculating points.
- 7.3 Service providers are provided with an Internal Audit plan summarized schedule as reflected in 7.5 below to use for pricing the first year of the contract and apply inflationary related increase for subsequent years to arrive to the total bid price. The schedule below is provided for illustrative purposes, bidders are expected to provide detailed pricing proposals for each of the years using the estimated hours reflected below.
- 7.4 Bidders are further expected to indicate cost and time for each year for the resources allocated to the project. The final Internal Audit plan will be finalized and approved by the relevant authority once the service provider has been appointed.

8. SUBMISSION OF PROPOSALS

- 8.1 Bid proposals should be submitted in sealed envelopes and marked “**INTERNAL AUDIT SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS**”, addressed to the Chief Executive Officer should be deposited in the tender box of the Eastern Cape Liquor Board situated at Shop 10 Beacon Bay Crossing, Bonza Bay Road, East London.
- 8.2 Bid documents are available at R100 non-refundable fee per set of documents which is deposited to:
- Name: Eastern Cape Liquor Board
Bank: First National Bank
Branch: East London
Account type: Cheque
Account no: 62103344800
Branch no: 210121
- 8.3 Virtual compulsory briefing session will be held via MS Teams on the **12 December 2023** and no one will be connected after 11:15. The link must be requested **before** 11h00 am from Hlengiwe.Vakele@eclb.za .
- 8.4 Closing date: **15 January 2024 at 12h00**

8.5 CONTACT PERSON/S

Technical Related Enquiries:

Mr. Sikhunjulwe Madolo
Eastern Cape Liquor Board
Shop 10 Beacon bay crossing
Bonza bay Road
Beacon Bay
East London
Tel: 043 700 0900

Procurement Related Enquiries:

Ms. Hlengiwe Vakele
Eastern Cape Liquor Board
Shop 10 Beacon Bay Crossing
Bonza Bay Road
Beacon Bay
East London
Tel: 043 700 0900

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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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 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“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.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“ECLB”** means Eastern Cape Liquor Board
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.

- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECLB to the contractor recording the acceptance by ECLB of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECLB at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECLB;
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, ECLB shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider develops documentation/projects for ECLB, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECLB.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECLB the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECLB as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECLB 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 South Africa or abroad, acceptable to ECLB, in the form provided in the bidding documents or another form acceptable to ECLB; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECLB and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 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 purchaser or an organization acting on behalf of the purchaser.
- 8.3 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.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 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.
- 8.5 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 provider.
- 8.6 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.
- 8.7 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 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.

9. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

11.1 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the provider 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 provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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.

15. Warranty

- 15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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.
- 16.3 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price

adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 provider 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 provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider 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 provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the 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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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 provider, may terminate this contract in whole or in part:

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the 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 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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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 purchaser,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the 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.

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 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.

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 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

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 provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider 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 SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIP)

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

37. Amendment of Contracts

37.1 In terms of Section 4 (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).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 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 bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

DATE

SIGNATURE OF BIDDER

ANNEXURE A

SBD1

INVITATION OF THE BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD					
BID NUMBER:	021/2023/24	CLOSING DATE:	15 JANUARY 2024	CLOSING TIME:	12h00pm
DESCRIPTION	INTERNAL AUDIT SERVICES FOR EASTERN CAPE LIQUOR BOARD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT SHOP NO. 10 BEACON BAY CROSSING.					
EASTLONDON, 5021					
SUPPLIER INFORMATION1					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
COMPANY SHARE CERTIFICATE FOR DIRECTORS TRUSTEES ect, MEDICAL CERTIFICATE if applicable, PROOF OF ADDRESS [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		COMPANY SHARE CERTIFICATES CENTRAL DATABASE SUMMARY REPORT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY				CONTACT PERSON	
CONTACT PERSON				TELEPHONE NUMBER	
TELEPHONE NUMBER				FACSIMILE NUMBER	
FACSIMILE NUMBER				E-MAIL ADDRESS	
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANNEXUREB

SUMMARY OF THE PRICING SCHEDULE- PROFESSIONAL SERVICES

Name of bidder.....	Bid number: 021/2023/24
Closing Time 12:00pm	Closing date: 15 January 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

BID PRICE MUST BE IN RSA CURRENC ** (ALL APPLICABLE TAXES INCLUDED)

Internal Audit Plan summarized schedule: -

ITEM NO	ITEM DESCRIPTION	ESTIMATED HOURS	ESTIMATED COST (R)			
			YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Risk assessment	120				
2	Internal Audit projects for the year	500				
3	Meetings: Audit Committee, etc.	80				
Total professional fees		700				
Disbursements (estimated at 10% of the total professional fees)						
Total fees excluding VAT						
VAT						
Total fees including VAT						

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE C DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

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

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

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

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.

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:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder

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.

was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

ECPT 2022-04-01

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE 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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

- 1.5 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 PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest 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, of 80/20 preference points 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.

(Note to organs of state: 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	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa <ul style="list-style-type: none"> ▪ 51% or more Black owned enterprises ▪ 50%- 10% Black ownership ▪ Less than 10% Black Ownership 	<p style="text-align: center;">8 4 0</p>	
Women Ownership <ul style="list-style-type: none"> ▪ 51% or more Women Ownership ▪ 50%- 10% Women Ownership ▪ Less than 10% Women Ownership 	<p style="text-align: center;">3 1.5 0</p>	
Youth Ownership <ul style="list-style-type: none"> ▪ 51% or more Youth Ownership ▪ 50%- 10% Youth Ownership ▪ Less than 10% Youth Ownership 	<p style="text-align: center;">3 1.5 0</p>	
Disability <ul style="list-style-type: none"> ▪ 51% or more Disability Ownership ▪ 50%- 10% Disability Ownership ▪ Less than 10% Disability Ownership 	<p style="text-align: center;">2 1 0</p>	
Locality (Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required).	<p style="text-align: center;">2</p>	
SMME/EME SMME constitute a turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per Annum	<p style="text-align: center;">2</p>	
Total	<p style="text-align: center;">20</p>	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

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 TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

ANNEXURE “E”

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

ANNEXURE "F"
AUTHORITY TO SIGN THE DOCUMENT

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECLB at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page

AUTHORITY TO SIGN BID DOCUMENTS ATTACH HERE

**ANNEXTURE “G”
CERTIFICATE OF INDEPENDENT BID DETERMINATION
(SBD9)**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number: 021/2023/24)

in response to the invitation for the bid made by:

(EASTERN CAPE LIQUOR BOARD)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 **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.**

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE "H"
JOINT VENTURE DISCLOSURE FORM

General

All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

- (a) the contributions of capital and equipment
- (b) work items to be performed by the Affirmable Joint Venture Partner's own forces
- (c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

Joint Venture Particulars

Name:

Postal Address:.....
.....
.....

Physical Address:.....
.....
.....

Telephone:.....

Fax:

IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

Name of Firm (A):
Postal Address:.....
.....
Physical Address:.....
.....
Telephone:.....
Fax:
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

Name of Firm (B):.....
Postal Address:.....
.....
Physical Address:.....
.....
Telephone:.....
Fax:
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

(If additional space is required please attach details to this page)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

Name of Firm (A):
Postal Address:.....
.....
Physical Address:.....
.....
Telephone:.....
Fax:
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

Name of Firm (B):.....
Postal Address:.....
.....
Physical Address:.....
.....
Telephone:.....
Fax:
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

(If additional space is required please attach details to this page)

Brief Description of the Roles of the Affirmable Joint Venture Partners in the Joint Venture

.....

Ownership of the Joint Venture

Affirmable Joint Venture Partner ownership percentage(s)..... %

Non-Affirmable Joint Venture Partner ownership percentage(s) %

Affirmable Joint Venture Partner percentages in respect of: *

(a) Profit and loss sharing..... %

(b) Initial capital contribution in Rands..... %

(c) Anticipated on-going capital contributions in Rands.....

(d) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.....

(* Brief descriptions and further particulars should be provided to clarify percentages).

Recent Contracts Executed by Partners in their Own Right as Prime Contractors or as Partners in other Joint Ventures

	Non-Affirmable Joint Venture Partners	Partner Name
a)		
b)		
c)		
d)		
e)		

	Affirmable Joint Venture Partners	Partner Name
a)		
b)		
c)		
d)		
e)		

Control and Participation in the Joint Venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

Joint Venture Cheque Signing:
.....
.....
.....

Authority to enter into contracts on behalf of the Joint Venture:.....
.....
.....
.....

Signing, co-signing and/or collateralising of loans:.....
.....
.....
.....

Acquisition of lines of credit:.....
.....
.....
.....

Acquisition of performance bonds:
.....
.....
.....

Negotiating and signing labour agreements:.....
.....
.....
.....

Management of Contract Performance
(Fill in the name and firm of the responsible person)

Supervision of Field Operations:
.....

Major Purchasing:
.....

Estimating:
.....

Technical Management:
.....

Management and Control of Joint Venture

Identify the “managing partner”, if any:

.....

.....

.....

What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

Describe the management structure for the Joint Venture’s work under the contract:

Management Function / Designation	Name	Partner*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”)

Personnel

State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

Trade/Function/ Discipline	Number Ex Affirmable Joint Venture Partners	Number Ex Non- Affirmable Joint Venture Partners

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner")

Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (a) Number currently employed by Affirmable Joint Venture Partners:.....
- (b) Number currently employed by the Joint Venture:.....
- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture:.....
- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees:
.....
- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls:
.....

Control and Structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled:

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:.....

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:.....

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:.....

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:.....

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

ATTACH OR INSERT JOINT VENTURE AGREEMENT AND ANY OTHER SUPPORTING DOCUMENTATION HERE

**NNEXURE "1":
LIST OF RETURNABLES**

Completion of the returnable forms below is mandatory and failure to do so will render the bid invalid. These forms must be completed in full on the original and must be signed.

RETURNABLES DOCUMENTATION

LIST OF ANNEXURES		Pleas Tick (✓) in box below
ANNEXURE A	SBD1 - INVITATION TO BID	
ANNEXURE B	SBD3 - PRICING SCHEDULE	
ANNEXURE C	AUTHORITY TO SIGN BID DOCUMENT	
ANNEXURE D	SBD 4 – DECLARATION OF INTEREST	
ANNEXURE E	SBD 6.1 – PREFERENCE POINTS CLAIM FORM	
ANNEXURE F	SBD 8 – DECLARATION OF BIDDERS PAST SCM PRACTICE	
ANNEXURE G	SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	
ANNEXURE H	JOINT VENTURE DISCLOSURE	
ANNEXURE I	CHECKLIST OF RETURNABLES	

- Bids must be submitted on the original bid documents
- The bid document must be completed in black ink, signed in all the relevant places and all pages initialed.
- The bid document must be submitted in full and no portion of the document must be detached.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder