



BID NO. 015/2023/24

**BID DOCUMENT: BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD
FOR A PERIOD OF FIVE YEARS.**

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Closing Date: 20 OCTOBER 2023

Time : 12h00pm



BID NOTICE

BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS

No	Bid Reference No	Description of Services	Closing Date
1	ECLB/015/2023/24	Banking Services for the Eastern Cape Liquor Board for a Period of Five Years	20 October 2023 at 12:00
2	Compulsory Briefing	Virtual Meeting will be held via Microsoft Teams and the link must be requested from Hlengiwe.Vakele@eclb.co.za or Sinazo.Ndziba@eclb.co.za	Briefing date: 27 September 2023 @ 11h00 am. The link must be requested before 11h00 am and no one will be allowed to connect after 11:15 am.

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 **22 September 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: (015/2023/24) Name of company. Please provide the deposit slip as proof of payment on request for the bid documents*

The completed Documents “**BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS.**” and deposited in the **Bid Box** situated in the ECLB Head Office reception area, in Shop 10 Beacon Bay Crossing. Beacon Bay at 12h00 midday. Submission register must be signed by all the submitting bidders.

1. EVALUATION CRITERIA

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

A three (3) stage evaluation process will be employed. Stage 1 is for compliance and In Stage 2 all bids received will be evaluated on Functionality. Only Bidders who score 70 and above will be evaluated in Stage 3 for Price and Specific Goals.

1.1 STAGE 1: COMPLIANCE

Bidders must comply with the set of compliance requirements listed below and must submit evidence to be considered for evaluation. Failure to submit evidence points will not be awarded.

- Company Experience
- Bank Rating Certificate
- Banking Registration Affiliate
- Key Project Team Members

2. EVALUATION CRITERIA IN STAGE 2

All bids received will be evaluated based on the criteria that is mentioned below, of which is the first segment of the evaluation criteria that totals to 60% (in stage 2.1) and there after presentation (evaluation in stage 2.2) will be conducted for the total of 40% to complete 100% total marks of the evaluation in stage 2.

STAGE 2.1 EVALUATION FOR FUNCTIONALITY

#	Criterion	Weighting	Maximum Threshold points
1	Reference letters	15%	7
2	Ability to handle large volumes of transactions	5%	5
3	Ability to assign deposit identifiers	5%	5
4	Ability to meet online banking service criteria	35%	35
5	Online banking access and security settings	40%	18
	TOTAL	100%	70

STAGE 2.2: PRESENTATION SCORING

Bidders must comply with criteria in the presentation scoring in the table listed in paragraph 9.3 in the Terms of Reference.

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 Functionality to be considered for evaluation in line with table 9.1, in Stage 3 (Price and Specific Goals). Points Scored in stage 2 will not be considered in Stage 3.

EVALUATION OF PRICE AND THE SPECIFIC GOALS: STAGE 3

The 80/20 Principle for Specific Goals Points and Price Points.

Criteria	Points
Price	80
Specific Goals	20
Total	100

Terms & conditions:

- ECLB Supply Chain Management policy will apply.
- Prospective bidders must sign the Submission Register
- No late, telegraphic, faxed or e-mailed bids will be accepted.
- ECLB reserves the right not to appoint for this bid.

SCM Enquiries:

Mrs. H. Vakele
Eastern Cape Liquor Board
10 Beacon Crossing
Beacon Bay
East London
Tel: 043 700 0900
Hlengiwe.Vakele@eclb.co.za

Technical Related Enquiries:

Mr. Sikhunjulwe Madolo
Eastern Cape Liquor Board
10 Beacon Crossing
Beacon Bay
East London
Tel: 043 700 0900
Sikhunjulwe.Madolo@eclb.co.za

ECLB GENERAL CONDITIONS OF THE BID

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" **BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE 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:

"Banking Services for the Eastern Cape Liquor Board for a period of Five Years"

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 Request for **BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS** "Bids must be deposited in the Bid Box, Shop No. 10 Beacon Bay Crossing, East London, **not later** than **12h00.** on the **20 October 2023** 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. Sikhunjulwe Madolo

Finance Department

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

GENERAL CONDITIONS OF CONTRACT

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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:

"Banking Services for the Eastern Cape Liquor Board for a period of Five Years"

- (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

TERMS OF REFERENCE: BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS

1. PURPOSE

- 1.1. The Eastern Cape Liquor Board invites proposals from suitable qualified Service Providers to provide Banking Services as outlined in these Terms of Reference for a period of five (5) years.

2. BACKGROUND

- 2.1. The Eastern Cape Liquor Board (ECLB) is a public entity established in terms of the Eastern Cape Liquor Act No. 10 of 2003. Its mandate is 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 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.

3. OBJECTIVE

- 3.1. The objective of this project is to procure banking services. ECLB hereby invites tenders from local banks registered in terms of the Banks Act, No 94 of 1990, for the provision of commercial banking services for a period of five (5) years.
- 3.2. The Public Finance Management Act (PFMA) requires that an entity must open a bank account with a bank registered and approved in writing by the National Treasury; after any prescribed tendering processes have been complied with. Only banks that have been approved by the National Treasury in terms of section 7 (2) (a) of the PFMA are thus allowed to tender for this bid.

4. CONTRACT PERIOD

The contract period for this project will be five (5) years.

5. SCOPE OF PROJECT

The following are the service offerings required:

- 5.1 Two current accounts, one for operations (Primary Bank Account) and one for Licensing fees.
- 5.2 Petty cash facility.
- 5.3 Fuel cards for fleet management.
 - 5.3.1 25 Fuel Cards with limits up to R 10 000.00 (this number of cards and limits might increase in the near future).
 - 5.3.2 Monthly usage report for each fuel card for fuel and/or oil consumption transactions with vehicle and driver details, date, supplier name, geographic area, receipt number, odometer reading, charge, etc.
 - 5.3.3 Allowance/monthly cost per unit report for each card reflecting monthly purchases for the entity's financial year being April to March each year. This report should be provided

monthly to the entity with columns reflecting monthly purchases and year to date amount as well as opening and closing odometer readings monthly.

5.3.4 Fleet online and analytics report with fees and online enquiry including consumption median and average, system median, etc.

5.3.5 Utilization reports should be able to indicate suspected fraudulent transactions and any foul play and systems should be in place to prevent these than mere reporting.

5.4 All payments are made using electronic fund transfers (EFT). The following types of payments are made on the primary bank account:

- Salaries are paid through a 24-hour electronic transfer service.
- Same day Payments
- Pay Now Clear Now/ immediate payments
- Recurring Payments
- Staff claims
- Board fees
- Creditors
- Sundry payments
- Once off payments
- Call out/Reversal of erroneous payments

5.5 Salaries, staff claims, board fees, creditors and sundry payments are paid via EFT. All accounts are currently loaded on the banking system. Normally an EFT is generated manually by an EFT book and uploaded to the bank manually. Creditors' payments normally range between 01 up to 250 transactions per payment run. Banking system must allow for uploading of payment documents – minimum of 3 pages to be viewed by the authorizer when they do not have access to manual payment documents.

5.6 Licensing fee account

5.6.1 The following monies are paid into the Licensing Account:

- License fees with unique deposit references.
- Reconciliations thereof and ability to link with our financial system.
- All payments are made using electronic fund transfers (EFT).

5.6.2 The following types of payments are made:

- DEDEAT Pay over.
- Refunds.

5.7 Fees, charges, and interest must be specified for the following items:

5.7.1 Service Fees and Escalations - all service fees on bank statements must be identified. The bank must indicate the date of the annual escalation as well as the annual escalation percentage in service fees over the period of the tender. Indicate maximum charges for large batch processing.

- Cash deposit fees that will be charged for any deposits must be stated.
- The rate of interest payable on overall credit balances must be indicated.

5.8 The online banking application must be able to handle a large volume of transactions (up to 1000 transactions at a time).

5.9 Deposit identifiers must be installed on the main account to prevent payments with incorrect references. This means anyone depositing money into ECLB's bank account will be forced to use a unique reference when depositing which allows us to identify who deposited the money. Available controls to limit unallocated deposits must be explained.

5.10 Identify all available electronic services e.g. electronic transfers/deposits to the account. Controls in respect of electronic services must also be explained. A 1-day service for electronic transfer of payments/deposits must be available.

- 5.11 Cash management facilities must be explained.
- 5.12 Online banking service should provide the following:
 - 5.12.1 There must be a facility to view account balances (current, call, and card accounts).
 - 5.12.2 Downloading of transactions and balances for all accounts in real time. Indicate how far back one can go when downloading data.
 - 5.12.3 Ability to create payments on online banking system.
 - 5.12.4 Facility to upload payments from accounting and payroll system.
 - 5.12.5 Transfer of funds between the two current accounts.
 - 5.12.6 Banking system must allow for uploading of payment documents – minimum of 3 pages to be viewed by the authorizer when they do not have access to manual payment documents.
 - 5.12.7 Ability to reflect payments individually or as a batch on the bank statement, critical for salaries to be reflected as a batch
- 5.13 The bidder's Information Technology must be compatible with Windows Technologies, e.g., office 365, Windows 10, etc.
- 5.14 The bank must provide the necessary training to personnel to use the electronic systems. The cost of training must also be quoted. Details of the training and implementation plan must be provided.
- 5.15 The period of historical information, of at least 12 months, available on the system must be indicated, with the ability to request and be provided with historical information in line with banking record keeping standards. The cost must also be indicated.
- 5.16 Daily bank statements in pdf and csv format must be sent via email to the entity daily basis for the licensing fees account
- 5.17 Monthly bank statements in pdf and csv format must be sent via email to the entity on a monthly basis for the operating/primary bank account
- 5.18 The Branch of the Bank where the account is opened must assign banking officers who are available to handle all aspects of ECLB's account, including correspondence, arrangements, and queries. More specifically the ECLB will require the following dedicated banking personnel:
 - 5.18.1 A Relationship Manager.
 - 5.18.2 A person handling day to day routine requests or queries.
 - 5.18.3 An online banking specialist.
- 5.19 The pricing table in Annexure A must be completed.
- 5.20 Bidders will be required to do a demonstration of all the functionalities that have been requested. As part of this, the security features of the online banking system must be explained in detail. Any additional service offering relevant to the scope of work can also be included in the demonstration.
- 5.21 A roll-out plan must be submitted, detailing timelines for setting up the online banking facility, opening current and call accounts and setting up all the other requirements of this terms of reference. The online banking facility should cater for a maximum of 10 users.

6. Specifications and Requirements for a Successful Bidder

6.1. The successful Service Provider shall: -

- 6.1.1. Provide ECLB with a dedicated business Account Manager for the duration of the agreement to be entered into between ECLB and the Service Provider and sign a Service Level Agreement with the entity.
- 6.1.2. Provide ECLB with a dedicated Account Manager /Project Manager for the duration of the contract.
- 6.1.3. Provide ECLB with monthly invoicing.
- 6.1.4. Provide a bouquet of services that can be offered by the bank to assist institutions of similar nature.
- 6.1.5. Ensure that different limits and segregations are set for each user in line with their approved delegations (Capturer and Authorizer rights must be separated).

7. Proposal Preparation

- 7.1 All additions to the proposal documents i.e., annexure, supporting documentation pamphlets, photographs, technical specifications, and other documentation relating to the products and services proposed shall be neatly bound together with the Technical and the Pricing proposal.
- 7.2 Provide the proposal as per the scope of work above.
- 7.3 Provide budgetary Pricing Table for services available to entities of similar nature.
- 7.4 Provide a high-level project plan clearly indicating milestones and project duration.
- 7.5 Provide bank statements in PDF and csv format and daily for the Licensing division as well as monthly statements for the main or operating account.
- 7.5 Provide references where similar work was undertaken.
- 7.6 Any additional service offered relevant to the scope of work.
- 7.7 Proof of registration on the Central Supplier Database hosted by National Treasury.
- 7.8 Fully Completed and signed SBD Forms.

8. REQUIREMENTS

- 8.1 Respondent must prove capacity to undertake a project of this nature and deliver by the specified period.
- 8.2 The respondent must provide five (5) letters or reference from clients of which two (2) must be State Owned Entities, where work of a similar nature and volumes as specified in section 5.8 above was undertaken. The references letter must indicate:
 - Number of years servicing the client.
 - Number of people using the online banking.
 - Maximum number of payment transactions processed at a time.
- 8.4 Respondent must show banking system ability to uniquely identify any entity that makes a deposit in the ECLB bank account (Through a unique reference on the deposit).
- 8.5 Respondent must provide details on the nature and levels of security protocols used by the bank. It must also demonstrate the level of compliance with the Protection of Personal Information Act. This must be communicated during the presentation.
- 8.6 Segregation of functions required for security purposes -separate person to load transactions and three authorizers who must not be able to load payments.

9. EVALUATION AND SELECTION CRITERIA

A three (3) stage evaluation process will be employed. Stage 1 all documents listed in paragraph 9.1 must be submitted for compliance. Stage 2 all bids received will be evaluated in terms of Functionality. Only Bidders who score 70 and above will be evaluated in Stage 3 for Price and Specific Goals.

9.1 EVALUATION CRITERIA IN STAGE 1: Compliance

Bidders must comply with the set of compliance requirements listed below and must submit evidence to be considered for evaluation. Failure to submit evidence points will not be awarded.

- Company Experience
- Bank Rating Certificate
- Banking Registration Affiliate
- Key Project Team Members

9.2 EVALUATION CRITERIA FOR FUNCTIONALITY IN STAGE 2

All bids received will be evaluated based on the criteria that is mentioned below, of which is the first segment of the evaluation criteria that totals to 60% (in stage 2.1) and there after presentation (evaluation in stage 2.2) will be conducted for the total of 40% to complete 100% total marks of the evaluation in stage 2.

STAGE 2.1

Functionality: Criterion	Weighting	Maximum Threshold points
Reference letters	15%	7
Ability to handle large volumes of transactions	5%	5
Ability to assign deposit identifiers	5%	5
Ability to meet online banking service criteria	35%	35
Online banking access and security settings (Presentations)	40%	18
TOTAL	100%	70

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 Functionality to be considered for evaluation in line with table 9.1, in Stage 3 (Price and Specific Goals). Points Scored in stage 2 will not be considered in Stage 3.

9.2.1 SUBMISSION SCORING (Broken down as per the table in paragraph 10)

#	REQUIREMENT	MINIMUM CRITERIA	CRITERIA	SCORE (POINTS)
1	Five (5) Written signed and verifiable reference letters from clients to whom similar service was rendered must be provided	Three (3) reference letter	Five (5) Reference letters from clients to whom similar service was rendered submitted. At least two (2) State Owned Entities.	10
			Three (3) Reference letters from clients to whom similar service was rendered submitted. At least two (2) State Owned Entities.	5
			No reference letter submitted	0
2	Ability to handle large volumes of transactions. (1000 or more at a time)	Must meet criteria fully	Can handle large volumes	5
			Can't handle large volumes	0
3	Ability to assign deposit identifiers	Must meet criteria fully	Can assign deposit identifiers	5
			Can't assign deposit identifiers	0
4	Ability to meet online banking service criteria. <ol style="list-style-type: none"> 1. Viewing facility on all accounts 2. Downloading of transactions, upload payments. 3. Payments directly on banking system. 4. Transfers between accounts. 	Must meet criteria	Fully meets criteria	35
			Does not meet criteria	0
5	Online banking access and security settings	Will be evaluated on separate scoring grid used for the presentation (outlined below)		40

9.3 PRESENTATION SCORING STAGE 2.2

Bidders must comply with criteria in the presentation scoring table below.

No	Requirements	Weighting	Criteria	Score (Points)
1.	Demonstrate segregated security profiling e.g show access levels for administrator and end users	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
2.	Demonstrate segregation of functions such as create, modify, approve	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
3.	Demonstrate multifactor authentication capability e.g One- Time Pins, Token generation	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
4.	Show password complexity requirements for users e.g., 16 characters long, inclusive of caps and lowercase and numbers.	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
5.	Online banking platform is accessible via a secure portal e.g Site is protected by SSL (Security Sockets Layer) Certificate for encryption	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
6.	Demonstrate user friendliness of system/ ease of navigation/ use of leading-edge technology	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
7.	Demonstrate Self-help functionality and offering e.g What changes can be made to user access, limits etc. without requiring the bank to make these changes.	5	Satisfactory	5
			Partially Satisfactory	2,5
			Unsatisfactory	0
8.	Demonstrate the level of compliance with the protection of personal information act.	5	Satisfactory	5
			Partial Satisfactory	2,5
			Unsatisfactory	0

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 Functionality to be considered for evaluation in line with table 9.1, in Stage 3 (Price and Specific Goals). Points Scored in stage 2 will not be considered in Stage 3.

9.4 EVALUATION PROCESS TO PROGRESS TO STAGE 3

- The 80/20 Principle for the Preference Points System of Price (80) and (20) for the Specific Goals will be used in stage 3.
- SBD 6.1 must be submitted to claim points for the Specific Goals. Additional information may be requested to verify points claimed for the Specific Goals.
- All the necessary documentation to be used to claim points must be submitted i.e., Company directors, Proof of Address (Municipality Utility bills), Medical Certificates to claim points for disability etc.
-

9.4.1 Stage 3.1: Preference Points System 80/20

Criteria	Points Available
Bid Price	80
Specification Goals	20
Total	100

9.4.2 Table 2: Points for Specific Goals

Specific goals categories are broken down as detailed below:

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 	<div style="text-align: right;">8</div> <div style="text-align: right;">4</div> <div style="text-align: right;">0</div>
Women Ownership <ul style="list-style-type: none"> ▪ 51% or more Women Ownership ▪ 50%- 10% Women Ownership ▪ Less than 10% Women Ownership 	<div style="text-align: right;">3</div> <div style="text-align: right;">1.5</div> <div style="text-align: right;">0</div>
Youth ownership <ul style="list-style-type: none"> ▪ 51% or more Youth ownership ▪ 50%- 10% Youth ownership ▪ Less than 10% Youth ownership 	<div style="text-align: right;">3</div> <div style="text-align: right;">1.5</div> <div style="text-align: right;">0</div>
<ul style="list-style-type: none"> ▪ Locality (Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required) 	<div style="text-align: right;">2</div>
Social responsibility Upliftment of underprivileged communities as well as outline in detail contribution to social development	<div style="text-align: right;">4</div>
Total	20

10. Compulsory terms and conditions

- 10.1. The proposal must be for a complete solution and the responsibility therefore rests with the supplier to ensure that all components required are included as part of the proposal.
- 10.2. A compulsory briefing session will be held via MS Teams at 11h00 on the **27 September 2023**, and no one will be connected after 11:15. The link must be requested before 11h00 from Hlengiwe.Vakele@eclb.za and Sinazo.Ndziba@eclb.co.za

11. The Eastern Cape Liquor Board Supply Chain Management Terms and Conditions of the bid.

- 11.1. Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted bids.
- 11.2. ECLB does not bind itself to accept the bid with lowest price.
- 11.3. Eastern Cape Liquor Board reserves the right to cancel this bid and pursue an alternative course of action at any time without incurring any liability towards any service provider.
- 11.4. Service providers are advised that the submission of bids does not give rise to any contractual obligations on the part of ECLB.
- 11.5. All bids submitted shall become the property of ECLB and shall not be returned.
- 11.6. The ECLB may request written clarification or further information regarding any aspect of the proposals submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their bids may be disqualified.
- 11.7. Service providers must be registered with the National Treasury Central Supplier Database (CSD).
- 11.8. Service providers are requested to provide the ECLB with their Tax Status Pin.
- 11.9. Submissions received after the specified time and date (20 October 2023 at 12h00 Midday) will not be considered and accepted.
- 11.10. Bids submitted by electronic transmission or via facsimile will not be accepted.
- 11.11. No services shall be rendered, or goods delivered before an official ECLB Purchase Order form has been received.
- 11.12. Bids are to hold goods validity for 90 days.
- 11.13. **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) SBD 3.1: Pricing schedule
 - iii) SBD 3.3: Professional services
 - iv) SBD 4: Declaration of interest
 - v) SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2022.
 - vi) SBD 8: Declaration of bidder's past SCM Practices
 - vii) SBD 9: Certificate of independent bid determination

In the case of Joint Ventures:

- 11.14. A joint venture agreement must be formalized prior to submitting a bid.
- 11.15. The Joint Venture disclosure form must be completed in full.
- 11.16. A copy of the Joint Venture Agreement must be submitted.
- 11.17. Current CSD report with current company ownership information must be submitted for the Joint Venture to determine specific goals.

12. Pricing

- 12.1. Price must be in South African currency and must be inclusive of VAT.
- 12.2. Price will be evaluated based on 80 points and applicable formula for calculating points
- 12.3. A Detailed Pricing Structure for the for the bid must be for a five- year period and it must demonstrate how a tenderer has arrived at the total bid price.
- 12.4. The Banking Solution pricing structure must include all necessary banking fees required.
- 12.5. Service providers are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknow costs will be accepted
- 12.6. Any escalation fees percentage (%) must be declared upfront.

13. POPIA Act Disclaimer

- 13.1 Retention: By providing a bid and/or related documentation to the Eastern Cape Liquor Board, the bidder consents to the processing of it's Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication, and appointment of a successful bidder. The submitted information may also be utilised for any audit and/or legislative reporting purposes.
- 13.2 Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid. In addition, the bidder consents that Eastern Cape Liquor Board to
 - verify any personal information with the National Treasury CSD website, including verification of references.
 - verify any other regulatory/ industry or any accredited/certification bodies.
- 13.3 At any stage should the bidder wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the Senior Manager of Corporate Services. The personal information collected for the purpose of this bid will be retained for the time after the finalisation of the procurement process in accordance with the Eastern Cape Liquor Board Records Policy.

14. Submission of proposals

Proposals should be submitted in sealed envelopes and marked “**PROVISION FOR BANKING SERVICES FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS**” addressed to the Chief Executive Officer should be deposited in the tender box of the Eastern Cape Liquor Board situated at 10 Beacon Crossing, Beacon Bay, East London.

Bid documents available at R100.00 non-refundable fee payment for the document should be deposited to:

Name: Eastern Cape Liquor Board Bank

Branch: East London

Account Type: Cheque Account No 62103344800

Branch no: 210121

As reference kindly use the Bid Number and Company name (015/2023-24(Name of Company)) please provide the deposit slip as proof of payment on request for the bid documents.

Virtual briefing session: 27 September 2023 at 11:00 and no one will be connected after 11:15. The link must be requested before 11h00 from Hlengiwe.Vakele@eclb.za

Closing date: 20 October 2023 at 12:00

SCM Enquiries:

Mrs. H. Vakele
Eastern Cape Liquor Board
10 Beacon Crossing
Beacon Bay
East London
Tel: 043 700 0900
Hlengiwe.Vakele@eclb.co.za

Technical Related Enquiries:

Mr. Sikhunjulwe Madolo
Eastern Cape Liquor Board
10 Beacon Crossing
Beacon Bay
East London
Tel: 043 700 0900
Sikhunjulwe.Madolo@eclb.co.za

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.32 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.33 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative;
- 1.34 **“Contract”** means the written agreement entered 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.
- 1.35 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.36 **“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.
- 1.37 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.38 **“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.
- 1.39 **“Day”** means calendar day.
- 1.40 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.41 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.42 **“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.
- 1.43 **“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.
- 1.44 **“ECLB”** means Eastern Cape Liquor Board
- 1.45 **“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.
- 1.46 **“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

“Banking Services for the Eastern Cape Liquor Board for a period of Five Years”

artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.47 **“GCC”** means the General Conditions of Contract.

1.48 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

1.49 **“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.

1.50 **“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;

1.51 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.52 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.53 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.54 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.55 **“Purchaser”** means the organization purchasing the goods.

1.56 **“Republic”** means the Republic of South Africa.

1.57 **“SCC”** means the Special Conditions of Contract.

1.58 **“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.

1.59 **“Signature date”** means the date of the letter of acceptance;

1.60 **“Tender”** means an offer to supply goods/services to ECLB at a price;

1.61 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECLB;

1.62 **“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

- 4.2 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 6.3 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

- 7.5 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.
- 7.6 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.
- 7.7 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:

- (c) 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
- (d) a cashier's or certified cheque.

7.8 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

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

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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

9.3 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.

- 9.4 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

- 10.2 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

- 11.2 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

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

13. Incidental services

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

- (f) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (g) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (h) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (i) 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
- (j) 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.

- 13.4 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

- 14.2 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:

- (c) 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
- (d) 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

- 15.6 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.
- 15.7 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.
- 15.8 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.9 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.
- 15.10 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

- 16.5 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.6 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.
- 16.7 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.
- 16.8 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.2 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

- 18.2 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

- 19.2 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

- 20.2 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

- 21.2 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

- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 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:

- (d) 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;
- (e) if the provider fails to perform any other obligation(s) under the contract; or
- (f) 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,
- (c) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (d) 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;
- (c) 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
 - (d) 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.
- 32.3 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**
- 33.4 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.5 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.6 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

35.2 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

INVITATION OF THE BID ANNEXURE A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD					
BID NUMBER:	015/2023/24	CLOSING DATE:	20 OCTOBER 2023	CLOSING TIME:	12h00pm
DESCRIPTION	BANKING SERVICES FOR EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF FIVE YEARS				
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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<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 B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER 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, 2017, 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.

ANNEXURE B
SUMMARY OF THE PRICING SCHEDULE- PROFFESIONAL SERVICES

Name of bidder.....	Bid number: 015/2023/24.
Closing Time 12:00	Closing date: 20 October 2023

FIVE YEAR PERIOD PRICING STRUCTURE

BID PRICE MUST BE IN RSA CURRENC ** (ALL APPLICABLETAXES INCLUDED)
 BIDS ARE TO HOLD GOODS AND SERVICES VALID FOR 90 DAYS

1. Detailed Pricing Structure for the Banking Services for a Five - Year period must be submitted to explicitly demonstrate how a tenderer has arrived at the total bid price.
2. The Banking Solution pricing structure must include all necessary banking fees required.
3. No hidden costs/ unknown costs will be accepted. Any escalation fees percentage (%) must be declared upfront.

Deliverables	Monthly fees	Year 1	Year 2	Year 3
Banking Services	R	R	R	R
Total Inclusive of VAT				

Deliverables	Monthly fees	Year 4	Year 5
Banking Services	R	R	R
Total Inclusive of VAT			

Total Bid Price: R_____

I, the undersigned (name).....

Certify that the information furnished above is correct and there are no hidden costs

Signature

Date

.....

.....

Position

Name of bidder

.....

.....

SBD4

**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 who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

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 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

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.

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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: <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 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	2	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

4.5. 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.

	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
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

ANNEXURE G
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**

**ANNEXTURE “H”
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: 015/2023/24)

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 I:
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	SBD4 – DECLARATION OF INTEREST	
ANNEXURE D	SBD 6.1 – PREFERENCE POINTS CLAIM FORM	
ANNEXURE E	SBD 8 – DECLARATION OF BIDDERS PAST SCM PRACTICE	
ANNEXURE F	AUTHORITY TO SIGN THE BID DOCUMENT	
ANNEXURE G	JOINT VENTURE DISCLOSURE	
ANNEXURE H	SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	
ANNEXURE I	LIST OF RETURNABLES	