



BID NO. 002/2022/23

PROVISION OF PHOTOCOPIER PRINTING LEASE

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BID NOTICES FOR 80/20

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

No	Bid Reference No	Description of Services	Dates
1	ECLB/002-2022/23	Provision of Photocopier printing Solution	Closing date: 01 July 2022 at 12:00
2	Compulsory Briefing	Virtual Meeting through Microsoft Teams on the from Hlengiwe.Vakele@ecfb.co.za or uyokazi.Mdingi@ecfb.co.za	Briefing date: 14 June 2022 At 10h00 am The link <u>must</u> be requested before 10h 00 am and no one will be allowed to connect after 10:15

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 10 June 2022 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: (002/2022/23/ Name of company)

Please provide the deposit slip as proof of payment on request for the bid documents

The completed documents and any supporting documentation must be placed in a sealed envelope clearly marked” **PROVISION OF PHOTOCOPIER PRINTING LEASE**” 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 has to be signed by all the submitting bidders.

Prospective bidders must take particular note of the following:

- Bids will be evaluated according to 80/20 point system, where 80 points will be for the price and the 20 points will be for the supplier's B-BBEE rating.
- Prospective bidders should register in National Treasury Central Supplier Database
- Please note that evaluation will be done on two stages, functionality and price and preferential points system
- Two stage criteria

Stage one: Functionality criteria

Experience in Office Automation, specifically supply of Printing services (reference to previous successful projects) • 5 or more years of relevant experience • 4 years of relevant experience • 3 years of relevant experience • 2 years of relevant experience • 1 year of relevant experience N.B Each year of experience will qualify for 7 points, subject to maximum of 35 points	35 points
• Print Management Server for administration (20)	20 points
• Availability of Local Offices • Same Day Support (Response & Restore)	20 points
Project Methodology • Project Implementation Plan including charter and log frame (10)	10 points
Value Add • Proof of relevant certification for their resources to be placed on this project (5) • Proof of the certification of service provider skills to build & support the proposed solution on an on-going basis (5) • Plan to transfer skills to IT support staff and end-users (5)	15 points
Total	100 POINTS

Bidders must provide sufficient proof/documents to justify awarding the points above and such proof should include details of contactable references to Evaluation Criteria above.

A bidder must obtain a minimum of 70% on stage one in order to proceed to the next stage of evaluation (i.e. Pricing and preferential point system).

Points scored by qualifying bidders in Stage 1 will not be taken into consideration for evaluation at Stage 2

Stage 2

Criteria	Point System
Price	80
B-BBEE	20
Total	100

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

Enquiries:

Mrs Mdingi (ICT Manager) or Miss N. Makala (Exec Manager: Corporate Services)

Contact details: 043 700 0900

Shop no. 10 Beacon Bay Crossing

Beacon Bay

5241

Or for Documents

Mrs H. Vakele (SCM) at 043 700 0900

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 "**Provision of Photocopier printing Lease**" as detailed in the attached Terms of Reference.

Contract to be Binding

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

Mode of bid

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

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

Quality

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

Insurance Claims, etc.

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

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

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

Signing of Documents

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

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

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

Value Added Tax

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

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

Price Escalation

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

Authority to Sign Bid Documents

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

Samples

Not Applicable to this bid.

Duration of the Bid

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

Delivery Periods

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

Payment

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

Agreement

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

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

Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked **“ECLB 002/2022-23 – “Provision of Photocopier Printing Lease.** Bids must be deposited in the Bid Box situated in the ECLB Head Office reception area, **at Shop No. 10 Beacon Bay crossing, Beacon Bay on the 01st July 2022 at 12H00 midday.** Submission register has to be signed by all the submitting bidders. Thereafter bids will be opened in public at the same premises.

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

Bid Enquiries

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

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

Any enquiries regarding technical information should be directed to:

Mrs N. Mdingi
Eastern Cape Liquor Board
Shop No. 10 Beacon Bay Crossing
Bonza Bay Road
Beacon Bay
East London
Tel: 043 700 0900

TERMS OF REFERENCE

PROVISION OF PHOTOCOPIER PRINTING LEASE

1. Purpose

- 1.1. The Eastern Cape Liquor Board requires an improved network printing solution to provide cost-effective, efficient service with its stakeholders, the general public, and its branches throughout the Eastern Cape.
- 1.2. Proposals are requested from suitable qualified Service Providers to provide a lease agreement to configure and maintain Photocopier, Fax and Scanners Machines for the Eastern Cape Liquor Board for a period of three years as outlined below in the deliverables and technical specifications.

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.
- 2.2. ECLB employs Microsoft operating environment based on Windows 2012 R2 Server with Microsoft Active Directory 2012. ECLB client workstations are on Microsoft Windows 8 and Windows 10 Pro.
- 2.3. Request for Proposals (RFPs) for this lease agreement is sought for a period of 36 months.

3. Specifications and Requirements

3.1.1. Project Background Overview

The current network printing solution contract is expiring on 30 November 2022. The Eastern Cape Liquor Board (ECLB) is initiating a project by requiring a cost-effective network printing solution that will provide services in an efficient manner for a period of thirty-six (36) months.

These Terms of Reference relates to request for proposal for lease agreement for provision and maintenance of network printing, photocopier, fax and scanning services for the Eastern Cape Liquor Board to cater for the business requirements for its Head Office in East London and its District Offices namely Gqeberha, Queenstown, Aliwal North, Cradock, Maluti and Mthatha.

3.1.2. Scope of Work

The scope of this project will be to provide, configure and maintain the required network printing solution at the Head Office and District Offices throughout the Eastern Cape Province. It is required of all prospective Service Providers to encompass proven project methodology to execute the project sequentially.

3.1.3. Location of Sites

The Eastern Cape Liquor Board's Head Office site is located in Beacon Bay Crossing, in East London, and District Offices exist in the following areas: –

- Gqeberha
- Queenstown
- Cradock
- Aliwal North
- Maluti
- Mthatha

3.2. Compulsory Requirements

The ECLB has the following compulsory requirements which must be addressed by all proposals:

- 3.2.1. Provision and maintenance of leased business machines for a network printing solution i.e. photocopier, fax, scanning and printing solution for Head Office and District Offices.
- 3.2.2. Install and configure the above Solution for Head Office and District Offices.
- 3.2.3. Provide toners, drums, parts and fixing of faulty machines.
- 3.2.4. Attend to all logged faults regarding the solution based on SLA.
- 3.2.5. Provide support and maintenance for all installed machines.
- 3.2.6. All new equipment provided must be leased over a period of 36 months.
- 3.2.7. Provide Print Management System that allows user authentication configuration to track user usage.
- 3.2.8. Enable retrieval of monthly usage reports categorized per user.

3.3. Expected Deliverables, Outputs and Outcomes

The successful Service Provider must perform and deliver the following compulsory activities:

- 3.3.1. To provide onsite maintenance and support for all machines provided.
- 3.3.2. To provide a four (4) - hour response time and eight (8) hour resolution time for all calls logged.
- 3.3.3. To provide loan equipment in the event of a delay in the ordering of parts required for repairs.
- 3.3.4. To make provision for monthly site visits to ECLB and retrieve meter readings of all leased equipment.
- 3.3.5. To ensure that all technicians dispatched to the ECLB site are trained and certified Technicians.
- 3.3.6. To provide monthly reports based on the usage of all leased equipment.
- 3.3.7. Toner, drums, parts, labor, call out fees and travel to be included in the maintenance and service level agreement costs.
- 3.3.8. To provide the ECLB with a minimum of 98% uptime on all leased equipment.
- 3.3.9. To attain approval in writing for any additional requirements requested by the ECLB that falls outside the terms and conditions of this contract.
- 3.3.10. To provide a detailed Work Plan for the provision of the required services.
- 3.3.11. Successful bidder will be responsible for the maintenance, installation and insurance of all the movable asset under this contract which will not be billed separately. The contractor is advised to include this on its overall bill cost should be covered by the management fee and cannot be billed separately.
- 3.3.12. Provide evidence that Service Provider promote SMME development in the delivery of goods and services for the duration of this contract.

3.4. Required Documentation

Service Providers should encompass in their proposals the following information or documentation: -

- 3.4.1. Proof of Certified Skills to plan, build and support the proposed solution on an on-going basis.
- 3.4.2. Service Providers must provide a turn-around time of no more than four (4) hours in the support and maintenance of all equipment, software and services as defined in the specifications, and a Service-Level Agreement (SLA) outlining the levels of support and maintenance to be provided by the successful Service Provider and signed between both parties prior to completion of the project.
- 3.4.3. Service Providers must provide a detailed Project Implementation Plan and take into consideration the agreed start and the final installation completion sign off date.
- 3.4.4. Service Providers must provide local contact details of reference sites where similar projects have successfully been completed within the last 3 years.
- 3.4.5. The entity will conduct an in-loco inspection on these Reference Sites.

3.5. Proposal Preparation

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.

3.6. Disclaimer

- 3.6.1. Should the Service Provider not deliver according to the contract specifications and/or Service Level Agreement (SLA) at any time during the contract period, the ECLB has the right to cancel the contract.
- 3.6.2. In line with POPIA by providing a quote or bid and/or related documentation to the Eastern Cape Liquor Board, the bidder/quoter 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/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.
- 3.6.3. Where applicable, the bidder/quoter 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 /quotation. In addition, the bidder/quoter 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.
- 3.6.4. At any stage should the bidder/quoter 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/quotation ill be retained for the time period after the finalisation of the procurement process in accordance with the Eastern Cape Liquor Board Records Management Policy.

3.7. Technical Specifications

Product Description	Functionality	Area	No of users
6 x Big Multifunctional printers	• Full Colour and Black & White copying, printing and scanning • Print, Copy, Scan, Fax 35 pages per minute or more. • A4 & A3 copying, printing and scanning • 4000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with memory send and receive functionality. • Scan to email & USB Facility • Bulk Scanning configuration • Wi-Fi capability	East London	80
1 x Big Multifunctional printers	• Full Colour and Black & White copying, printing and scanning • Print, Copy, Scan, Fax 55 pages per minute or more. • A4 & A3 copying, printing and scanning • 6600 sheet handling capacity system in various sizes and weights • Document feeder and Handler system • Electronic sorting, stapling facility and punching • 100-Sheet Staple Finisher with 80-page booklet-making and 2/4 hole punch kit options • Media from A6 to SRA3, 1.2 m banner and 52 – 300 gsm • Network printing and scanning facilities • Facsimile Facility with memory send and receive functionality. • Scan to email & USB Facility • Bulk Scanning configuration • Wi-Fi capability	East London	25
1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 35 pages per minute or more. • A4 & A3 copying, printing and scanning • 3000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with memory send and receive functionality. • Scan to email & USB Facility • Wi-Fi capability	Port Elizabeth	13
1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 35 pages per minute or more.	Mthatha	15

	• A4 & A3 copying, printing and scanning • 3000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with memory send and receive functionality. • Scan to email & USB Facility • Wi-Fi capability		
1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 35 pages per minute or more. • A4 & A3 copying, printing and scanning • 3000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with send and receive functionality. • Scan to email & USB Facility • Wi-Fi capability	Queenstown	6
1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 20 pages per minute or more. • A4 & A3 copying, printing and scanning • 2000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with send and receive functionality. • Scan to email & USB Facility • Wi-Fi capability	Craddock	3
1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 25 pages per minute or more. • A4 & A3 copying, printing and scanning • 3000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with send and receive functionality. • Scan to email & USB Facility	Aliwal North	1

1 x Big Multifunctional Colour printers	• Full Colour and Black & White copying, printing and scanning • Print 25 pages per minute or more. • A4 & A3 copying, printing and scanning • 3000 sheet handling capacity system • Document feeder and Handler system • Electronic sorting, stapling facility and punching • Network printing and scanning facilities • Facsimile Facility with send and receive functionality. • Scan to email & USB Facility	Maluti	2
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3.7.1. Other Compulsory functionality

Management & Administration	• Print Configuration Server linked to Active Directory for user controls administration and reports • Printer Management System software to manage user controls, pins and Monitoring, • Remote Management and administration Facility • Cost accounting for users and groups	All Offices	
Reporting functionality	• Management Facility • Monthly reports with costs per usage	All Offices	
Security	• Secure pin enabled system per user for controlled usage and reporting • Secure pin printing facility to protect sensitive documents	All Offices	
Related Services	• PDF Document processing • Automatic Document Feeder for Scanning facility • Scan to box Facility • Scan to email and Scan to network facility • Facsimile and Scanning to multiple recipient's facility. • USB Functionality • Bluetooth enabled facility	All Offices	
Integration and relating Environmental Software	Servers • Active Directory 2012 • MS Windows 2012 Server • MS SQL 2008 & 2012 Client Machines • MS Windows 8 and Windows 10	All Offices	
		All Offices	

Support and Maintenance services	• Same day support for all equipment and services provided in line with the technical specifications		
Training services	• Train all staff on system usage and reporting, • Technical training to ICT staff for basic Troubleshoot, Pin creation and setup.	All Offices	

4. Compulsory terms and conditions

- 4.1. To provide existence of local support service for each ECLB office.
- 4.2. Pricing must include costs of the installation of hardware and software, configuration & setup, training, maintenance and support including delivery that will ensure a turnkey solution.
- 4.3. 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.
- 4.4. Each machine will be delivered on respective offices on the required date as agreed.
- 4.5. Compulsory briefing will be held on the 22 June 2022 at 11h00 midday on Virtual Meeting on MS Teams and no one will be connected after 11h15. The link must be requested before 10h00 am from Hlengiwe.Vakele@eclb.co.za

5. Other terms and conditions of the bid

- 5.1. Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted proposals.
- 5.2. Eastern Cape Liquor Board does not bind itself to accept the proposal with highest score.
- 5.3. Eastern Cape Liquor Board reserves the right to cancel this tender and pursue an alternative course of action at any time without incurring any liability towards any Service Provider.
- 5.4. Service Providers are advised that the submission of Proposals gives rise to no contractual obligations on the part of ECLB.
- 5.5. In addition to adherence to the specific terms and conditions of proposal provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto.
- 5.6. Three additional copies of the formal proposal must be submitted.
- 5.7. All bid submissions shall become the property of ECLB and shall not be returned.
- 5.8. Tax compliance PIN CODE from the SARS is required and should be provided by the service provider.
- 5.9. The successful service provider will be subject to security clearance process as prescribed by National Treasury. This process includes verification of supplier and its shareholders/ directors/ member's status on the list of defaulters and restricted suppliers.
- 5.10. The successful bidder will sign a Service Level Agreement.
- 5.11. Proposals submitted by electronic transmission or faxed will not be accepted.
- 5.12. Proposals received after the specified time and date will not be considered and accepted.
- 5.13. Service Providers not accredited with the manufacturers to offer products and/or services shall not respond to this RFP requirement to offer these products and/or services for which they are not accredited for.
- 5.14. No services shall be rendered or goods delivered before an official ECLB Purchase Order form has been received.

- 5.15. The ECLB may request written clarification or further information regarding any aspect of proposals submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their proposal may be disqualified.
- 5.16. Service Providers shall not qualify their proposals with their own conditions. If a Service Provider does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.
- 5.17. In order for proposals to be considered for and included in the evaluation, it is necessary that proposals fully cater to the complete specifications outlined in the deliverables.
- 5.18. All quotation must be valid for 90 days to give enough time for evaluation process.
- 5.19. 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 (6.1 only)
 - vi) SBD 8: Declaration of bidder's past SCM Practices
 - vii) SBD 9: Certificate of independent bid determination

6. Pricing

Price must be in South African currency and must be inclusive of VAT. Service Providers are further requested to indicate their price in all elements listed in their pricing schedule (**no hidden costs/ unknown costs will be accepted**). Price will be evaluated based on 80 points and applicable formula of calculating points

7. B-BBEE Status Level Certificates

Valid B-BBEE certificate must be submitted together with the bid offer. B-BBEE Status Level Certificates verification will also be done on CSD. Note that a consortium or joint venture must submit a B-BBEE Status Level Certificate for each member in the JV or consortium.

8. Sub-contracting

A Service Provider is not allowed to subcontract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level. Any arrangement to subcontract the 25% of the work must be disclosed in the RFP document.

9. Evaluation Criteria

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

9.1 STAGE ONE: Functionality

Functionality	Maximum Points
Experience in Office Automation, specifically supply of Printing services (reference to previous successful projects) 5 or more years of relevant experience	35 points

• 4 years of relevant experience • 3 years of relevant experience • 2 years of relevant experience • 1 year of relevant experience N.B Each year of experience will qualify for 7 points, subject to maximum of 35 points	
• Print Management Server for administration (20)	20 points
• Availability of Local Offices • Same Day Support (Response & Restore)	20 points
Project Methodology • Project Implementation Plan including charter and log frame (10)	10 points
Value Add • Proof of relevant certification for their resources to be placed on this project (5) • Proof of the certification of service provider skills to build & support the proposed solution on an on-going basis (5) • Plan to transfer skills to IT support staff and end-users (5)	15 points
Total	100 POINTS

Service Providers must provide sufficient proof/documents to justify awarding the points above and such proof should include details of contactable references to Evaluation Criteria above.

A Service Provider must obtain a minimum of 60 points on stage one (1) in order to proceed to the next stage of evaluation (i.e. Preferential Points System). Only qualifying proposals/quotations that attained 60 points and above will be evaluated in terms of the 80/20 preference points system where the 80 will be allocated for price points only and the 20 points will be allocated for B-BBEE contribution status.

9.2 STAGE TWO: Preferential points system

Criteria	Point System
Price	80
B-BBEE	20
Total	100

10. Submission of proposals

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

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

Name: Eastern Cape Liquor Board

Bank: First National Bank

Account Type: Cheque Account No. 62103344800

Branch: East London

Branch No: 210121

As reference use the Bid Number and Company Name (002/2022-23/Name of Company). Please provide the deposit slip as proof of payment on the request for the bid documents.

Virtual briefing session: 22 June 2022 at 11:00 Closing date: 8 July 2022 at 12:00

Technical Related Enquiries:

Mrs. V. Mdingi

Eastern Cape Liquor Board

10 Beacon Bay Crossing

Beacon Bay

Tel. No.: 043 700 0900

Email: Vuyokazi.Mdingi@eclb.co.za

Procurement Related Enquiries:

Mrs. H. Vakele

Eastern Cape Liquor Board

10 Beacon Bay Crossing

Beacon Bay

Tel. No.: 043 700 0900

Email: Hlengiwe.Vakele@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:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

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

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

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

36. National Industrial Participation Programme (NIP)

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

37. Amendment of Contracts

- 37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

DATE

SIGNATURE OF BIDDER

ANNEXURE A PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD

BID NUMBER:	002/2022/23		CLOSING DATE	01 July 2022		CLOSING TIME:	12h00	
COMPULSORY BRIEFING DATE:	14 June 2022				Time : 12h00pm			
DESCRIPTION	" PROVISION OF PHOTOCOPIER PRINTING LEASE"							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE RECEPTION AT SHOP NO 10 BEACON BAY CROSSING, EAST LONDON								
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON					CONTACT PERSON			
TELEPHONE NUMBER					TELEPHONE NUMBER			
FACSIMILE NUMBER					FACSIMILE NUMBER			
E-MAIL ADDRESS					E-MAIL ADDRESS			
SUPPLIER INFORMATION								
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE			NUMBER				
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE			NUMBER				
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX]		
	☐ Yes ☐ No					☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]								
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 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. 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. 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.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 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. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
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.	

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

ANNEXURE B

SBD 3:1

SUMMARY OF THE PRICING SCHEDULE – FIRM PRICES
(PRUCHASE)

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

Name of bidder:	
Description: “ Provision of Photocopier Printing Machine	Bid Number: ECLB: 002/2022
Closing Time: 12:00pm	Closing Date: 01 July 2022

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

A detailed Pricing Structure for 3 year period must be attached to explicitly demonstrate how a bidder has arrived to the total bid price. Prices must include all applicable taxes and escalations costs “No hidden/ unknown costs will be acceptable

LEASING PERIOD	PRICE
YEAR 1	
YEAR 2	
YEAR 3	
SUB- TOTAL	
VAT	
GRAND- TOTAL	

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

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

Signature

Date

.....

.....

Position

Name of bidder

.....

.....

ANNEXURE C DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
.....
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):.....
.....
 - 2.4 Company Registration Number:.....
.....
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:.....

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid Document? **YES / NO**

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee /Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

ANNEXURE D

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R 50 000 00(all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R 50 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to submit proof of B-BBEE Status Level of contributors together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contributor are not claimed.	

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

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of Broad Based Black Economic Empowerment Act.
- f) **“functionality”** means the ability of a tenderer to provide good or services in accordance with the specifications as set out in the tender documents
- g) **“prices”** includes all applicable taxes less all unconditional discount;
- h) **“proof of B-BBEE Status Level of contributors”** means
 - 1) B-BBEE Status level certificate issued by an unauthorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Act;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means: a qualifying small business enterprise in terms of a code of good practice on black Economic empowerment issued in terms of section 9 (1) of the Broad Based Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

1. Points awarded for B-BBEE Status Level of Contribution

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7 SUB-CONTRACTING

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

(Tick applicable box)

YES	NO
-----	----

7.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) Whether the sub-contractor is an EME or QSE?

(Tick applicable box)

YES	NO

(V) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of the Preferential Procurement Regulation, 2017

Designated Group: An EME or QSE which at least 51% owned by	EME	QSE
Black People		
Black people who are youth		
Black people who are woman		
Black people with disability		
Black living in rural or underdeveloped areas or townships		
Cooperatives owned by black people		

Black who are military veterans		
OR		
Any EME		
Any QSE		

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business?

.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1 the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

-

.....

.....

.....

.....

ANNEXURE E**CONTRACT FORM - RENDERING OF SERVICES****CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
.....

CAPACITY
.....

SIGNATURE
.....

NAME OF FIRM
.....

DATE
.....

WITNESSES	
1	
2	
	

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

*DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME(PRINT)

.....

SIGNATURE

.....

OFFICIAL STAMP

WITNESSES

1

2

....

ANNEXURE “F”

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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 “G”
CERTIFICATE OF INDEPENDENT BID DETERMINATION
(SBD9)**

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number: 002/2022/23)

in response to the invitation for the bid made by:

(EASTERN CAPE LIQUOR BOARD)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE H

JOINT VENTURE DISCLOSURE FORM

General

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

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

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

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

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

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

Joint Venture Particulars

Name:

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

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

Telephone:

Fax:

IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

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

.....

.....

.....

.....

.....

.....

Ownership of the Joint Venture

Affirmable Joint Venture Partner ownership percentage(s) %

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

Affirmable Joint Venture Partner percentages in respect of: *

(a) Profit and loss sharing %

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

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

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

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

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

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

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

Control and Participation in the Joint Venture

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

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

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

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

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

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

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

Management of Contract Performance

(Fill in the name and firm of the responsible person)

Supervision of Field Operations:
.....

Major Purchasing:
.....

Estimating:
.....

Technical Management:
.....

Management and Control of Joint Venture

Identify the “managing partner”, if any:.....
.....
.....
.....

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

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

Management Function / Designation	Name	Partner*

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

Personnel

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

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

(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**

ANNEXURE I

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 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 ATTACHE HERE

**ANNEXURE “J”:
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	SBD 4 – DECLARATION OF INTEREST	
ANNEXURE D	SBD 6.1 – PREFERENCE POINTS CLAIM FORM	
ANNEXURE E	SBD 7.2 - CONTRACT FORM (RENDERING SERVICES)	
Z ANNEXURE F	SBD 8 – DECLARATION OF BIDDERS PAST SCM PRACTICE	
ANNEXURE G	SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	
ANNEXURE H	JOINT VENTURE DISCLOSURE	
ANNEXURE I	AUTHORITY TO SIGN THE BID DOCUMENT	
ANNEXURE J	LIST OF RETURNABLES	

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder