



BID NO. 013/2025/26

**LEASING AND MAINTAINANCE OF COMPUTING EQUIPMENT FOR THE
EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS.**

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*Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three
years*



BID NOTICE

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

No	BID REFERENCE NUMBER	DESCRIPTION OF SERVICES	CLOSING DATE	ENQUIRIES
1	ECLB/013-2025/26	LEASING AND MAINTENANCE OF COMPUTING EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE (3) YEARS.	13 October 2025 @ 12h00 midday	Technical Enquiries Contact Mr. A Kawa Tel No. 043 7000 900
2	Compulsory Briefing	Virtual Meeting will be held via Microsoft Teams and the link must be requested from Hlengiwe.Vakele@ecfb.co.za , Vuyiswa.Cekiso@ecfb.co.za or Aduma.Kawa@ecfb.co.za	Briefing date: 25 September 2025 @ 11h00 am The link <u>must</u> be requested before 11h 00 am and no one will be allowed to connect after 11:15	SCM Enquires Contact Ms H. Vakele Tel No. 043 700 0900

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 **19th September 2025** 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: ABSA Bank Branch: East London, Account type: Cheque, Account no: 41 1266-7302 , Branch no: 632005

As reference kindly use the Bid Number and company name: (013/2025/26) 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 " **LEASING AND MAINTENANCE OF COMPUTING EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE (3) YEARS.** and deposited in the Bid Box situated in the ECLB Head Office reception area, in Beacon Bay Crossing by 12:00pm on the **13th October 2025** at 12h00pm. Submission register to be signed by all the submitting bidders.

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EVALUATION CRITERIA

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

The Three stages Evaluation will be employed.

1. STAGE 1: COMPLIANCE

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

2. STAGE2: FUNCTIONALITY

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

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

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

FUNCTIONALITY ASSESSMENT CRITERIA	MAXIMUM POINTS
LOCALITY - Offices based in East London = 20 - Offices based in Eastern Cape = 10 - Office based out of Eastern Cape Province = 5 Please provide proof of existence of location of offices e.g. Municipality Account	20
EXPERIENCE Companies must demonstrate experience and managing similar projects: 5 years or more of experience with contactable references = 30 4 years of experience with contactable references = 24 3 years of experience with contactable references = 18 2 years of experience with contactable references = 12 1 years of experience with contactable references = 6 Reference letters/testimonials from current or previous clients not older than four (4) years.	30
KEY PERSONNEL Please indicate at least a minimum of three key personnel with their certifications, that will be assigned for management, maintenance and support of this project throughout the term of contract. - Account Manager = (5 points) - Project Manager = (3 points) - Technician (A+ / N+ or equivalent) = (2 points) - None = (0 points)	10
PARTNERSHIP WITH VENDOR Provide proof of accreditation with OEM vendor of the computer equipment being offered. Based on attached proof of Original Equipment Manufacturer (OEM) Reseller certificate/letter if the company has been the reseller for the below years. Please provide	20

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previous OEM reseller for us to determine the number of years or a letter from the OEM indicating years of experience. Five (5) or more years of experience as a reseller = (20 points) Three (3) years but less than five (5) years of experience as a reseller = (15 points) One (1) year but less than three (3) years of experience as a reseller = (10 points) •Six (6) months but less than one (1) year experience as a reseller = (5 points) •No experience as a reseller = (0 point)	
METHODOLOGY Provide proposed methodology for the implementation and management of the project. 1. Methodology for project management = (10 points) 2. Implementation Plan = (5 points)	15
TRAINING AND SKILLS TRAFER Provide a training plan for ECLB IT officials for the installation and maintenance of the equipment under this contract. And provide certificates to certify	5
Total	100

- N.B. 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% in stage one to proceed to the next stage of evaluation (i.e Pricing and preferential point system). Points scored by qualifying bidders in Stage 2 will not be taken into consideration for evaluation in Stage 3.**

STAGE 3

A copy of CSD report, Shareholders, Directors, Trustees, Partnerships i.e Joint Venture or Consortiums MUST submit relevant information regarding company ownership. Documents required include Identity documents, Share Certificates, Medical Certificate and Proof of Address (i.e Utility Bill or Lease) as proof of Specific Goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

CRITERIA	POINT SYSTEM
Price	80
Specific Goals	20
Total	100

Technical Related Enquiries:

Mr. A. Kawa
 Eastern Cape Liquor Board
 10 Beacon Bay Crossing
 Beacon Bay
 East London
 Tel. No.: 043 700 0900

Procurement Related Enquiries:

Mrs. H. Vakele
 Eastern Cape Liquor Board
 10 Beacon Bay Crossing
 Beacon Bay
 East London
 Tel. No.: 043 700 0900

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GENERAL CONDITIONS OF THE BID

PART 1

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 **LEASING AND MAINTENANCE OF COMPUTING EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE (3) YEARS.**

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.

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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.

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Payment

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

Agreement

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

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

Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked “**BID NO. 013/2025/26 – LEASING AND MAINTENANCE OF COMPUTING EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE (3) YEARS.** Bids must be deposited in the Bid Box situated in the ECLB Head Office reception area, at Shop No. **10 Beacon Bay crossing, Beacon Bay on the 13th of September 2025 at 12H00 midday.** Submission register has to be signed by all the submitting bidders.

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:

Technical Enquiries

Mr. A. Kawa
Eastern Cape Liquor Board
10 Beacon Bay Crossing
Beacon Bay
East London
Tel. No.: 043 700 0900
Email Add.: Aduma.Kawa@eclb.co.za

Mrs. H. Vakele
Eastern Cape Liquor Board
10 Beacon Bay Crossing
Beacon Bay
East London
Tel. No.: 043 700 0900
Email add.: Hlengiwe.Vakele@eclb.co.za

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TERMS OF REFERENCE

LEASING AND MAINTENANCE OF COMPUTER EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS

1. Purpose

- 1.1. Eastern Cape Liquor Board invites proposals from suitable qualified Service Providers to provide Leasing and Maintenance of Computer Equipment as outline in these Terms of Reference for a period of three (3) years.

2. Background

- 2.1. The Eastern Cape Liquor Board (ECLB) is a public entity established in terms of the Eastern Cape Liquor Act No. 10 of 2003. Its mandate is the registration of retail sales and micro- manufacturing of liquor in the Province, to encourage and support the liquor industry and to manage and reduce the socio-economic and other costs of excessive alcohol consumption by creating an environment in which, amongst others, the entry of new participants into the liquor industry is facilitated, appropriate steps are taken against those selling liquor outside the administrative and regulatory framework established in terms of the Act, and community considerations on the registration of retail premises are taken into account.
- 2.2. The current computing equipment contract is expiring on the 28th February 2026. As per the current lease contract the computing equipment must be returned to the service provider at the expiry of the contract.
- 2.3. ECLB is initiating a project of procuring cost-effective computing equipment that will provide services in an efficient manner.

3. Scope of Product / Service

- 3.1 The scope of the product and service shall be to provide ECLB with rented Computing Equipment for a period of three (3) years, in which assets are to be financed by the Service Provider, and shall include amongst others the following: -
 - 3.1.1 Information Technology equipment such as desktops, laptops computers.
 - 3.1.2 ECLB reserves the right to request additional desktops, laptops computers within the scope of these terms of reference as required by the evolution and/or development of technology or growth of the organisation over the duration of the agreement to be entered into between ECLB and the Service Provider.

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- 3.2 These Terms of Reference relates to request for proposal for provision of computing equipment, for the ECLB to cater for the business requirements for its Head Office in East London and its District Offices namely Gqeberha, Komani, Maletswai, Nxuba, Maluti and Mthatha.

4. Compulsory Requirements

4.1 Business Requirement

- 4.1.1 Be a reliable asset finance provider with good financial standing.
- 4.1.2 Provide ECLB with a dedicated business Account Manager for the duration of the agreement to be entered into between ECLB and the Service Provider.
- 4.1.3 Provide ECLB with a dedicated Project Manager for the duration of the contract.
- 4.1.4 Provide ECLB with monthly invoices.
- 4.1.5 At the end of the contract, all equipment must be removed from ECLB premises at the contractor's risk and cost.
- 4.1.6 Maintain an online asset contract management and tracking system to facilitate the administration of assets rented by ECLB in terms of the agreement.
- 4.1.7 The Eastern Cape Liquor Board will only accept the latest available laptop models that are currently in production and fully supported by the manufacturer for the duration of the contract period.
- 4.1.8 The service provider must provide evidence of accreditation with the specific OEM of the computer equipment that they are offering.
- 4.1.9 All laptops supplied must be pre-installed with licensed and activated copies of the following software: **Operating System:** Windows 11 Professional (64-bit) or later, with all latest updates applied.
- 4.1.10 Only computing equipment from reputable manufacturers will be accepted by ECLB; equipment from non-reputable manufacturers will not be considered.

Characteristics of non-reputable laptop brand:

Lack Recognition - Not widely known, with little to no market presence, reviews, or industry standing

No After-Sales Support - Limited or nonexistent warranty, repair, or customer service channels.

Negative Market Feedback - Consistently poor reviews from users and experts regarding performance, durability, or safety.

Unclear Business Identity - Companies with no verifiable headquarters, official website, or customer support infrastructure.

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4.1.11 Ensure security of the ECLB information. All data in the leased equipment must be destroyed before the equipment is returned to the Service Provider at the end of the lease. The Hard-Drives must be degaussed or demagnetized to magnetically erase data from magnetic storage media. This should be done on-site, and a certificate of degaussing must be issued for each piece of equipment that has been degaussed at the expense of the bidder.

4.1.12 Computer equipment must be collected by the Service Provider 14 days after the end of contract (depending on the chosen option per the below) to allow for the transfer of data

4.1.13 Service providers to complete two (2) options for pricing schedules:

- PRICING SCHEDULE 1 – LEASE TO OWN FINANCING
- PRICING SCHEDULE 2 – FULL MAINTENANCE LEASE WITH FIXED RESIDUAL VALUE OF R150,000 INCLUSIVE OF VAT.
- PRICING SCHEDULE 3 – FULL MAINTENANCE LEASE.

4.1.14 The ECLB will choose one option between the three pricing schedules depending on available budget.

4.1.15 Should the ECLB choose pricing option 2, the ECLB will inform the service provider three (3) months before contract end date if they want to take ownership of the computer equipment by re-financing the R150,000 RV or pay residual value as a once-off.

4.1.16 Evaluation will be done per category in both options, therefore all prices should be completed per category, if not, the bid will be regarded as non-responsive.

4.2 The successful bidder shall be responsible for the maintenance, installation, and comprehensive insurance of all movable assets supplied under this contract. The following conditions shall apply:

Insurance Coverage – All equipment must be insured against theft, loss, and damage for the full duration of the contract.

Replacement After Loss/Damage – In the event of loss, theft, or irreparable damage, the contractor shall provide a replacement unit of equal or higher specification within **five (5) business days** of receiving formal notification from ECLB.

Maintenance & Support – Preventative and corrective maintenance, including parts and labour, shall be provided by the contractor at no additional cost to ECLB.

Costing – All costs relating to maintenance, installation, insurance, and replacement shall be deemed to be included in the contractor's overall management fee. No separate billing will be permitted for these services.

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4.3 The successful Service Provider shall:-

- 4.3.1 Sign a Service Level Agreement with the entity.
- 4.3.2 Finance the entire computing equipment solution as required by ECLB.
- 4.3.3 Consider providing ECLB the first right of refusal to purchase the equipment at the end of the lease.
- 4.3.4 Provide a detailed work plan for the project.
- 4.3.5 Any upgrading, swapping out, or addition of equipment during the rental term shall only be permitted where formally requested in writing by the Eastern Cape Liquor Board and subject to prior approval of a costed quotation by ECLB. All equipment, whether newly sourced, upgraded, or replaced during the rental term, shall be deemed to expire at the end of the contracted period.

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.

6 Disclaimer

- 6.1 Should the Service Provider not deliver according to the contract specifications and/or Service Level Agreement at any time during the contract period, the ECLB has the right to cancel the contract.
- 6.2 In line with POPIA by providing a bid and/or related documentation to the Eastern Cape Liquor Board, the bidder consents to the processing of its 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 utilized for any audit and/or legislative reporting purposes.
- 6.3 Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder consents that Eastern Cape Liquor Board to:-
 - verify any personal information with the National Treasury CSD website, including verification of references;

- verify any other regulatory/ industry or any accredited/certification bodies.

6.4 At any stage should the bidder wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the Senior Manager Corporate Services. The personal information collected for the purpose of this bid will be retained for the time period after the finalisation of the procurement process in accordance with the Eastern Cape Liquor Board Records Management Policy.

7 Technical Specification

Product Description	Functionality
14 x Laptops 14x laptop bags	Equivalent to HP EliteBook x360 830 G11 • Intel Core Ultra U7 • 32GB RAM DDR4 • 1TB SSD • 13.3inch • Touch-screen • Windows 11 Pro 64 • 5MP IR Camera • Clickpad Backlit • 1920 x 1200 pixels • Intel Graphics • HD type WUXGA • Warranty 3-year NDB Onsite • Micro-sim card slot • Accidental Damage Protection • Touch pen
5 x Desktops	Equivalent to HP ProOne 440 • Intel Core i3 • 16GB RAM DDR4 • 512GB SSD • Windows 11 Pro 64 • 1920 x 1080 pixels • 23 inch • Intel Graphics • Full HD • Warranty 3-year NDB Onsite • Accidental Damage Protection • Keyboard and mouse • Combo DVD WR ODD
21 x Laptops 21 x laptop bags	Equivalent to HP EliteBook 6 G1i 14 • Intel Core Ultra 5

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	• 16GB RAM DDR4 • 1TB SSD • 14 inch • Windows 11 Pro 64 • 5MP IR Camera • Clickpad Backlit • 1920 x 1200 pixels • Intel Graphics • HD type WUXGA • Warranty 3-year NDB Onsite • Micro-sim card slot • Accidental Damage Protection
9 x Laptops 9x laptop bags	Equivalent to HP EliteBook 6 G1i • Intel Core Ultra 7 • 16GB RAM DDR4 • 1TB SSD • 14 inch • Windows 11 Pro 64 • 5MP IR Camera • Clickpad Backlit • 1920 x 1200 pixels • Intel Graphics • HD type WUXGA • Warranty 3-year NDB Onsite • Micro-sim card slot • Accidental Damage Protection
26 x laptops 26 x laptop bags	Equivalent to HP Probook 4 G1i • Intel Core Ultra 5 • 16GB RAM DDR4 • 512GB SSD • 14 inch • Windows 11 Pro 64 • 1080P FHD • Clickpad Backlit • 1920 x 1200 pixels • Intel Graphics • HD type WUXGA • Warranty 3-year NDB Onsite • Micro-sim card slot • Accidental Damage Protection

20 x laptops 20 x laptop bags	Equivalent to HP Probook 4 G1i • Intel Core Ultra 3 • 16GB RAM DDR4 • 512GB SSD • 14 inch • Windows 11 Pro 64 • 1080P FHD • Clickpad Backlit • 1920 x 1200 pixels • Intel Graphics • HD type WUXGA • Warranty 3-year NDB Onsite • Micro-sim card slot • Accidental Damage Protection
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8. Compulsory terms and conditions

8.1 To ensure the availability of local support services for each ECLB office.

8.2 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.

8.3 A compulsory briefing session will be held virtually via MS Teams on the **XXX at 11:00**

9. Other terms and conditions of the request for quotation

9.1 Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted proposals.

9.2 Eastern Cape Liquor Board does not bind itself to accept the proposal with highest score.

9.3 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.

9.4 Service Providers are advised that the submission of Proposals gives rise to no contractual obligations on the part of ECLB.

9.5 Proposals submitted by electronic transmission or faxed will not be accepted.

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9.6 All proposals submitted shall become the property of ECLB and shall not be returned.

9.7 A valid original tax clearance certificate, issued by the South African Revenue Services must be submitted, failure to submit this will result in the bid not being considered.

9.8 The successful Service Provider will be subject to security clearance process as prescribed by National Treasury. This process includes verification of supplier and its shareholders/ directors/ member's status on the list of defaulters and restricted suppliers. Therefore, a proof of a valid Treasury centralized registration database document is compulsory.

9.9 Proposals received after the specified time and date will not be considered and accepted.

9.10 No services shall be rendered, or goods delivered before an official ECLB Purchase Order form has been received.

9.11 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.

9.12 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. Treasury General conditions of bids will apply.

9.13 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.

9.14 All quotations must be valid for 90 days to give enough time for evaluation process.

10. 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.

11. EVALUATION CRITERIA

POINTS WILL BE AWARDED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000. A One Stage (1) will be used to evaluate on Functionality and Stage 2 will be evaluated on Price (80) and

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Specification goals (20) in accordance with the Preferential Procurement Regulations of 2022.

The Three stages Evaluation will be employed.

1. STAGE 1: COMPLIANCE

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

2. STAGE2: FUNCTIONALITY

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

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

Stage 1: Functionality criteria (maximum of 100)		Points
LOCALITY		20
▪ Offices based in East London = 20 Offices based in Eastern Cape = 10 ▪ Office based out of Eastern Cape Province = 5 ▪ Please provide proof of existence of location of offices e.g. Municipality Account		
EXPERIENCE		30
Companies must demonstrate experience and manage similar projects: ▪ 5years or more of experience with contactable references = 30 ▪ 4years of experience with contactable references = 24 ▪ 3 years of experience with contactable references = 18 ▪ 2 years of experience with contactable references = 12 ▪ 1 year of experience with contactable references = 6 Reference letters/testimonials from current or previous clients not older than four (4) years.		
KEY PERSONNEL		10
Please indicate at least a minimum of three key personnel with their certifications, that will be assigned for management, maintenance and support of this project throughout the term of contract. ▪ Account Manager = (5 points) ▪ Project Manager = (3 points) ▪ Technician (A+ / N+ or equivalent) = (2 points) ▪ None = (0 points)		
PARTNERSHIP WITH VENDOR		20
Provide proof of accreditation with OEM vendor of the computer equipment being offered. Based on attached proof of Original Equipment Manufacturer (OEM) Reseller certificate/letter if the company has been the reseller for the below years. Please provide previous OEM reseller for us to determine the number of years or a letter from the OEM indicating years of experience. ▪ Five (5) or more years of experience as a reseller = (20 points) ▪ Three (3) years but less than five (5) years of experience as a reseller = (15 points)		

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- One (1) year but less than three (3) years of experience as a reseller = (10 points) - Six (6) months but less than one (1) year experience as a reseller = (5 points) - No experience as a reseller = (0 point)	
METHODOLOGY Provide proposed methodology for the implementation and management of the project. - Methodology for project management = (10 points) - Implementation Plan = (5 points)	15
TRAINING AND SKILLS TRANSFER Provide a training plan for ECLB IT officials for the installation and maintenance of the equipment under this contract. And provide certificates to certify	5
Total	100

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 70 points on stage one (1) in order to proceed to the next stage of evaluation (i.e. Preferential Points System).

Only qualifying proposals that attained 70 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 Specific goals contribution status.

12. STAGE 2 EVALUATION

12.1 STAGE TWO: Preferential points system

A Copy of CSD report Shareholders, Directors, Trustees, Partnerships, i.e Joint Venture or Consortiums **MUST** submit relevant information regarding company ownership. Documents required include Identity documents, Share Certificates, Medical Certificate and Proof of Address (i.e Utility Bill or Lease) as proof of Specific Goals. When the above documentation is not provided as proof of the company will automatically score zero points for specific goals.

Criteria	Point System
Price	80
Specific Goals	20
Total	100

12.2 STAGE THREE: Specific Goals Category

Specific Goals are broken as follows:

Specific Goal Category	Allocation of Points 20
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Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa ▪ 51% or more Black owned enterprises ▪ 50% - 10% Black ownership ▪ Less than 10% Black ownership	8 4 0
Women Ownership ▪ 51% or more Women Ownership ▪ 50%- 10% Women Ownership ▪ Less than 10% Women Ownership	3 1.5 0
Youth ownership ▪ 51% or more Youth ownership ▪ 50%- 10% Youth ownership ▪ Less than 10% Youth ownership	3 1.5 0
Social responsibility ▪ Upliftment of underprivileged communities as well as outline in detail contribution to social development	2
Locality Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required	2
SMME/ EME SMME constitutes turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per Annum.	2
Total	20

13. Submission of proposals

Proposals should be submitted in sealed envelopes and marked “**LEASING AND MAINTAINANCE OF COMPUTING EQUIPMENT FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF THREE YEARS**

”, addressed to the Chief Executive Officer and 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: ABSA

Account Type: Cheque Account No. 4112667302

Branch: MIDLANDS PUBLIC SECTOR

Branch No: 630097

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

As reference kindly use the Bid Number and Company Name (005/2025-26/Name of Company). Please provide the deposit slip as proof of payment on the request for the bid documents.

Virtual briefing session: 25 September at 11:00

Closing date: 13 October 2025 at 12:00

Technical Related Enquiries:

Mrs. A. Kawa
Eastern Cape Liquor Board
10 Beacon Bay Crossing
Beacon Bay
Tel. No.: 043 700 0900
Email: aduma.kawa@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 are 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.

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- 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 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.

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- 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 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 fulfilling 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 should permit the purchaser to inspect the provider's record 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 analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is bad condition that supplies to be produced or services to be rendered should be at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor should 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 will be carried out, the purchaser shall make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 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 to 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 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 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 the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.

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- (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 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 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.

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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 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

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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 delays 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.

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37. Amendment of Contracts

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

DATE

SIGNATURE OF BIDDER

ANNEXURE A

SBD1

INVITATION OF THE BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD					
BID NUMBER:	013/2025/26	CLOSING DATE:	13 October 2025	CLOSING TIME:	12h00pm
DESCRIPTION	Leasing And Maintenance of Computing equipment for The Eastern Cape Liquor Board for A Period of Three Years.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT SHOP NO. 10 BEACON BAY CROSSING.					
EASTLONDON, 5247					
SUPPLIER INFORMATION1					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE FOR DIRECTORS' TRUSTEES etc., MEDICAL CERTIFICATE if applicable, PROOF OF ADDRESS [TICK APPLICABLE BOX]	☐ Yes ☐ No		COMPANY SHARE CERTIFICATES CENTRAL DATABASE SUMMARY REPORT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					

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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 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

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 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.

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

ANNEXURE B 1

SUMMARY OF THE PRICING SCHEDULE- FIRM PRICES

Name of bidder.....	Bid number: 013/2025/26.
Subject: <i>Leasing and Maintenance of Computing Equipment for The Eastern Cape Liquor Board for a period of Three Years.</i>	
Closing Time 12:00pm	Closing date: 13 October 2025

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

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

OPTION 1: LEASE TO OWN FINANCING

BIDDERS ALSO REQUIRED TO SUBMIT A DETAILED PRICING SCHEDULE

ITEM DESCRIPTION	FIRM PRICES (R)		
	YEAR 1	YEAR 2	YEAR 3

GRAND TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS R _____ INCL VAT

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

ANNEXURE B 2

SUMMARY OF THE PRICING SCHEDULE- FIRM PRICES

Name of bidder.....	Bid number: 013/2025/26.
Subject: <i>Leasing and Maintenance of Computing Equipment for The Eastern Cape Liquor Board for a period of Three Years.</i>	
Closing Time 12:00pm	Closing date: 13 October 2025

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

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

BIDDERS ALSO REQUIRED TO SUBMIT A DETAILED PRICING SCHEDULE
OPTION 2: FULL MAINTENANCE LEASE WITH FIXED RESIDUAL VALUE OF R150,000 **INCLUSIVE OF R150,000 INCLUSIVE OF VAT**

ITEM DESCRIPTION	FIRM PRICES (R)		
	YEAR 1	YEAR 2	YEAR 3

GRAND TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS R _____ INCL VAT

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

ANNEXURE B 3

SUMMARY OF THE PRICING SCHEDULE- FIRM PRICES

Name of bidder.....	Bid number: 013/2025/26.
Subject: <i>Leasing and Maintenance of Computing Equipment for The Eastern Cape Liquor Board for a period of Three Years.</i>	
Closing Time 12:00pm	Closing date: 13 October 2025

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

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

**BIDDERS ALSO REQUIRED TO SUBMIT A DETAILED PRICING SCHEDULE
OPTION 3: FULL MAINTENANCE LEASE**

GRAND TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS R _____INCL VAT

ITEM DESCRIPTION	FIRM PRICES (R)		
	YEAR 1	YEAR 2	YEAR 3

Signature

Date

Position

Name of bidder

*Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three
years*

ANNEXURE C DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

ECPT 2022-04-01

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

Failure on the part of a tenderer to submit proof or documentation required in terms of this
*Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three
years*

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa 51% or more Black owned enterprises 50%- 10% Black ownership - Less than 10% Black Ownership	8 4 0	
Women Ownership 51% or more Women Ownership 50%- 10% Women Ownership - Less than 10% Women Ownership	3 1.5 0	
Youth Ownership 51% or more Youth Ownership 50%- 10% Youth Ownership - Less than 10% Youth Ownership	3 1.5 0	
Social Responsibility Upliftment of underprivileged communities as well as outline in detail contribution to social development	2	
Locality (Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required).	2	
SMME/EME SMME constitute a turnover less than R50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than R10 million per Annum	2	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

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- ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

ANNEXURE “E”

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or people prohibited from doing business with the public sector? (Companies or people 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 state organ terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**ANNEXURE “F”
AUTHORITY TO SIGN THE DOCUMENT**

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

Please attach proof to the next page

*Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three
years*

AUTHORITY TO SIGN BID DOCUMENTS ATTACH HERE

*Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three
years*

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

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per 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. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and committed fraud or any other improper conduct in relation to such system.
 - b. cancels 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 make effect on 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, submitting the accompanying bid:

(Bid Number: 013/2025/26)

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 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 bid to determine the terms of, and to sign the bid, on behalf of the bid.
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

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Leasing and maintenance of computing equipment for the eastern cape liquor board for a period of three years