



**EASTERN CAPE**  
**LIQUOR BOARD**

**ECLB NO. 018/2025/26**

**PROVISION OF HOUSE KEEPING AND ATTEND REFRESHMENT  
SERVICES FOR EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF  
TWO YEARS**

**NAME OF THE BIDDER:** \_\_\_\_\_

**BID OFFER:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

<p><b>Date of issue : 12 December 2025</b> <b>Closing Date : 19 January 2026</b></p>
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**SBD1**

**INVITATION OF THE BID  
ANNEXURE A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD</b>					
BID NUMBER:	018/2025/26	CLOSING DATE:	19 January 2026	CLOSING TIME:	16h00pm
DESCRIPTION	PROVISION FOR THE HOUSEKEEPING AND ATTEND TO REFRESHMENT SERVICES FOR ECLB				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT SHOP NO. 10 BEACON BAY CROSSING.					
EASTLONDON, 5021					
<b>SUPPLIER INFORMATION1</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW ]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		

*Provision for House Keeping and Attend to Refreshment Services for the Eastern Cape Liquor Board for a period of Two Years.*

E-MAIL ADDRESS		
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*Provision for House Keeping and Attend to Refreshment Services for the Eastern Cape Liquor Board for a period of Two Years.*

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## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

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

# TERMS OF REFERENCE PROVISION OF HOUSEKEEPING AND ATTEND TO REFRESHMENTS SERVICES FOR THE EASTERN CAPE LIQUOR BOARD, HEAD OFFICE, IN EAST LONDON FOR A PERIOD OF TWO YEARS

## 1. Purpose

To invite suitably qualified service providers to submit quotations for the provision of housekeeping and attend to refreshment services at the Eastern Cape Liquor Board Head Office, in East London, for five days a week over a period of 24 months.

## 2. Background

2.1 Eastern Cape Liquor Board (ECLB) is a statutory entity established in terms of Eastern Cape Liquor Act 10 of 2003. Its mandate is the registration of retail sales and micro-manufacturing of liquor, to encourage and support the liquor industry as well as to manage and reduce the socio-economic and other costs of excessive alcohol consumption.

2.2 The ECLB Head Office which is situated in Shop 10, Beacon Bay Crossing Centre, Corner of N2 and the Bonza Bay Road, Beacon Bay, East London requires housekeeping and attend to refreshment services for its staff and visitors as from 01 February 2026.

## 3. Deliverables

No	RFQ Reference No	Description	Closing date
1	ECLB: No: 018/2025/26	Provisioning of housekeeping and attend to refreshment services for the Head office	Closing date : 19 January 2025 Quotations may Hand Delivered and submitted ECLB Head Office) Shop 10, Beacon Bay Crossing, Beacon Bay, East London

### 3.1 Special Condition of the Contract

Upon appointment a Service provider must produce documentation listed below.

- 3.1.1 **Compliance with DoL requirements**
- 3.1.2 Bidder to provide proof of registration for
- 3.1.3 Unemployment Insurance Fund
- 3.1.4 Compensation for Occupational Injuries and Diseases Act
- 3.1.5 Failure to provide compliance with UIF and Coida.

- 3.1.6 The service provider shall provide a Health and Safety plan in compliance with the Occupational Health and Safety Act (OHSA) in the office working environment.
- The Health and Safety plan must indicate the induction and training procedures

### **3.2 The Cleaning Services Specifications are as follows**

- 3.2.1 Cleaning of offices, boardroom, meeting rooms, reception area and passages by vacuum cleaning or sweeping, washing of floors where applicable, removal of wastepaper daily.
- 3.2.2 Furniture in the offices, boardrooms, meeting rooms, staff area and reception area to be dusted and polished daily.
- 3.2.3 Cleaning and disinfecting of toilets, staff area and kitchens on a daily basis.
- 3.2.4 Cleaning of plumbing fixtures by ensuring that they are always free of mold/ fungi and water stains.
- 3.2.5 Dusting of windowsills and doorframes on a daily basis.
- 3.2.6 Cleaning of windows and glass walls and doors by safely washing and drying them of any dirt and stains on a weekly basis.
- 3.2.7 Spring cleaning of the entire premises quarterly.

### **3.3 Cleaning Standards**

- 3.3.1 Cleaning services must be rendered from 07:00 to 16:00, Monday to Friday every week of the contract period.
- 3.3.2 Cleaning services are not required on public holidays and during offices official shut down periods.
- 3.3.3 Supply and delivery of cleaning equipment, utensils, materials and detergents to the Supply Chain Management (SCM) Officer monthly on or before the seventh day of each month.
- 3.3.4 The service provider will equip/train the cleaners/tea makers in the use of cleaning utensils, safety equipment and personal protective equipment (PPE).
- 3.3.5 The service provider will be responsible for the provision and maintenance of the cleaning equipment and protective equipment.
- 3.3.6 The service provider will ensure that defective cleaning equipment will either be replaced or repaired within 24 hours from the time that such defective equipment is reported by the cleaners.
- 3.3.7 Service provider will ensure that cleaners take care to use appropriate chemicals for the relevant surfaces.
- 3.3.8 Service provider and cleaners will ensure that plug points are not in contact with liquids when all cleaning services are rendered.
- 3.3.9 Service provider will ensure that proper signage is provided to caution people of hazards.
- 3.3.10 Service provider will cooperate with other service providers such as security, maintenance, contractors, etc.

### 3.4 Replenishment of Supplies:

- 3.4.1 All dispensers of supplies will be clean and filled with proper supplies (towels, soap, toilet paper etc.) all the time.
- 3.4.2 Service provider will supply detergents that are environmentally friendly.
- 3.4.3 Service provider will supply all equipment, material, consumables and detergents that are required to render the daily cleaning services for the cleaning staff according to but not limited to the list below:

#### **Equipment**

<b>Item description</b>	<b>Number of items</b>
Heavy duty mops	3
Heavy duty buckets	3
Vacuum cleaners	3
Feather dusters	3
Heavy duty brooms	3
Light duty brooms	3
Dustpans	3
Toilet bins	6
Wet floor Caution Signs	3
Windows & glass cleaning Squeegees	2
Adjustable step ladders	1

#### **Materials**

<b>Item description</b>	<b>Frequency of supply</b>
Plastic Bins liners	Monthly
Refuse bags	Monthly
Dish cloths x 6	Quarterly
Dish towels x 6	Quarterly
Microfibre clothes	Quarterly
Toilet brush sets (for all toilets)	Quarterly
Heavy duty gloves	Quarterly

#### **Detergents**

<b>Item description</b>	<b>Number of items</b>
Disinfectants e.g. bleach	20 litres per month
Dish washing liquids	30 litres per month
All-purpose toilet and urinal cleaners	12 x 750 ml per month

Duo blocks for Urinals	12 packets per month
Tile/ carpet cleaner	20 litres per month
Furniture polishes	12 x 275 ml per month
Ammonium all-purpose cleaners	20 litres per month
Air freshener sprays	24 x 180 ml per month
Window & glass cleaning liquids	10 bottles per month

### **3.5 The Refreshment services specifications are as follows:**

- 3.5.1 The service provider will ensure that the cleaners provide refreshment services to the ECLB Board members, staff and visitors as and when required.
- 3.5.2 Service provider will equip the cleaners to be able to provide appropriate tea making services and be able to assist with the provision of refreshments to ECLB Board members, staff and visitors as and when required to do so.
- 3.5.3 Service provider will ensure that the cleaners keep the ECLB dishes, cutlery, tea/coffee sets, kettles and other kitchen electric appliances safe, neat and clean all the time.
- 3.5.4 Service provider will be responsible for the repairs or replacement of dishes or appliances damaged or broken by the cleaners.

### **3.6 Personnel requirements**

- 3.6.1 Two cleaners are currently with ECLB and must be employed by the contracted service provider.
- 3.6.2 Cleaner on leave should be replaced with a temporary cleaner for the duration of the leave.
- 3.6.3 The Service Provider shall pay the cleaners no lesser than applicable minimum monthly basic wage for the relevant metropolitan area, in terms of the latest Department of Employment and Labour Government Gazettes.
- 3.6.4 Payment of salaries and any other benefits like bonus or over time will be the responsibility of the contracted service provider.
- 3.6.5 Annual escalation of salary for the duration of the contract must be covered in the total contract price.
- 3.6.6 The Service Provider must also be registered with the Unemployment Insurance Fund and Worker's Compensation Fund or obtain confirmation to register as an employer if appointed the contract.
- 3.6.7 Payment of all statutory obligations like the UIF will be the responsibility of the contracted service provider on a monthly basis, proof of registration must be submitted to ECLB.
- 3.6.8 Leave entitlement must be in line with the Department of Labour prescripts and leave arrangements must be between the service provider and the employee.
- 3.6.9 Any injuries on duty of the employee shall be the responsibility of the service provider.
- 3.6.10 ECLB shall not tolerate any unfair labour practices that happen within its premises and/or outside its building or close to its premises. Labour disputes are the sole responsibility of the service provider.

- 3.6.11 The service provider will be held responsible for any damage or theft by its employees or due to their neglect whether in the normal execution of their duties or otherwise.
- 3.6.12 Suitable Personnel Protective Equipment (PPE) and uniform (two sets of uniform per 10 months) for the cleaners will be provided by the contracted service provider.
- 3.6.13 In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the housekeeping and attend to refreshment services, the service provider undertakes to rectify/repair the damage immediately after notification by the Supply Chain Officer at the Head Office. If the service provider fails to act after notification, ECLB will rectify the damages and costs will be recovered from the service provider.
- 3.6.14 ECLB shall provide water, electricity, toilet paper and tea making groceries.
- 3.6.15 The cost of the cleaning consumables, chemicals, detergents and disinfectants shall be for the service provider.

### **3.7 Reporting**

- 3.7.1 The service provider shall attend monthly meetings for reporting in terms of monitoring and evaluation of its services rendered with the Senior Supply Chain Official or any other delegated officials.
- 3.7.2 The service provider shall submit a written quarterly report of the monitoring and evaluation of rendered services to the Senior Supply Chain Officer at Head Office or any other delegated official.
- 3.7.3 The cleaners/tea makers will administratively report to the ECLB SCM Officer who will co-supervise their operations with the service provider's representative (to be indicated on the proposal/quotation).
- 3.7.4 The service provider must ensure that there are cleaners at all times.
- 3.7.5 The cleaners/ tea makers will report for duty at the ECLB Offices in East London at 07:00 to 16:00 on all weekdays except on public holidays (unless specific pre-arrangements have been done).
- 3.7.6 The Cleaners' tea/lunch break will be for 1 hour as and when appropriate due to any specific day operations.
- 3.7.7 The Cleaners will pre-arrange leave with the Service provider that will avail another replacement worker and the Supply Chain Officer or delegated official must also be notified in advance.
- 3.7.8 The Cleaner must report to the service provider at least by 07:00 of the same day when they are not capable of reporting for work in order for the service provider to urgently notify ECLB and send a replacement worker immediately to perform the necessary services.

### **3.8 Insurances**

Without limiting the obligations of the responding service providers in terms of this Agreement, the contracted service provider shall affect and maintain the following insurances, covering:

- 3.8.1 Public liability insurances, in the name of the service provider, covering the service provider and ECLB against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or during this

agreement.

- 3.8.2 The service provider shall insure all its own possessions and equipment kept on the premises, in its own name.
- 3.8.3 All insurance must remain in force for the duration of this agreement, including UIF and accidents for the cleaning staff.
- 3.8.4 If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the service provider, the parties must mutually agree on methods to continue with essential services.
- 3.8.5 Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (*vis major*) the ECLB will, at its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favor of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the ECLB can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

#### **4. PREFERENCE POINTS SYSTEM: 80/20**

##### **4.1 Price Points: 80**

- 4.1.1 Price must be in South African currency and must be inclusive of VAT.
- 4.1.2 If a supplier is not a VAT vendor, VAT must not be included, otherwise all the prices must include VAT.
- 4.1.3 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).
- 4.1.4 Price will be evaluated based on 80 points and applicable formula of calculating points

#### **4.2 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.

## STAGE 2 – FUNCTIONALITY

Functionality will be assessed against the criteria and weightings specified below:

#	Functionality Assessment	Maximum Points
1	<p><b>Experience</b>            Number of housekeeping and attend to refreshment services awarded to the service provider.            1 – 3 projects = 10Points            4- 5 projects = 20 Points            More than 5 projects = 30 Points            NB: Bidders are required to submit letters of reference of previous contracts to substantiate the number of housekeeping and attend to refreshment services projects awarded to claim points, with contactable references.</p>	30
2	<p><b>Cleaners and availability of relief staff</b>            cleaner x3 and no relief staff = 10 cleaner x3 and relief staff = 20</p>	20
3	<p><b>Cleaning plan and equipment</b>            Provide a cleaning plan and list of cleaning equipment owned by the service provider            Failure to provide the cleaning plan and list of cleaning equipment will result in 0 points awarded.</p>	30
4	<p>Demonstrate locality of the business by attaching proof of address by attaching Municipality account, lease agreement in the name of the director or owner of the company reflected by CICIP Certificate /CSD. Municipality account should not be older than 3 months.</p> <ul style="list-style-type: none"> <li>• Well established office in East London = 20</li> <li>• Well established office in the Eastern Cape = 10</li> <li>• Well establish office outside East London =5</li> </ul>	20
	<b>TOTAL</b>	<b>100</b>

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

Bidders who obtain 60 points and above out of 100 for functionality (Stage 1) will qualify for evaluation in terms of price and Specific goals in stage 2. All points scored by qualifying bidders in stage 1 will not be taken into consideration in stage.

The evaluation criteria will use 80/20 Principles, where the points are formed by Price and the Specific Goals, Price is 80 points, and the Specific goals is 20 points. NB: SBD 6.1 must be used in order to claim points. Additional information i.e., Medical Certificate, CSD information based on ownership of the enterprise and other related information of ownership submitted will be an added advantage. However, additional relevant information may be requested for further verification in the evaluation process.

In addition to the requirements as stated, all quotations will be evaluated on the basis of the below-mentioned Preference Points System that will best suit the corporate operational requirements of the ECLB.

#### 4.3 STAGE 2 – PREFERENTIAL POINTS SYSTEM

Preference	Points
Price	80
Specific goal points	20
<b>Total</b>	<b>100</b>

#### 4.4 STAGE 3 – SPECIFIC GOALS CATEGORY

**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 and Proof of Address (i.e Utility Bill or Lease) as proof of Specific Goals.**

Specific Goal Category	Allocation of Points 20
<b>Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</b> <ul style="list-style-type: none"> <li>▪ 51% or more Black owned enterprises</li> <li>▪ 50% - 10% Black ownership</li> <li>▪ Less than 10% Black ownership</li> </ul>	 8 4 0
<b>Women Ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Women Ownership</li> <li>▪ 50%- 10% Women Ownership</li> <li>▪ Less than 10% Women Ownership</li> </ul>	 3 1.5 0
<b>Youth ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Youth ownership</li> <li>▪ 50%- 10% Youth ownership</li> <li>▪ Less than 10% Youth ownership</li> </ul>	 3 1.5 0
<b>Locality</b> Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required	 4
<b>SMME/ EME</b> 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
<b>Total</b>	<b>20</b>

#### 5. Other terms and conditions of the quotation

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*Provision for House Keeping and Attend to Refreshment Services for the Eastern Cape Liquor Board for a period of Two Years.*

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- 5.1 Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted quotation.
- 5.2 ECLB does not bind itself to accept the quotation with the lowest price.
- 5.3 Eastern Cape Liquor Board reserves the right to cancel this request for quotation and pursue an alternative course of action at any time without incurring any liability towards any prospective service provider.
- 5.4 Submission of quotations does not give rise to any contractual obligations on the part of ECLB.
- 5.5 Service providers must be registered with the National Treasury Central Supplier Database (CSD). Service providers are requested to provide the ECLB with their tax status pin from SARS.
- 5.6 No services shall be rendered, or goods delivered before an official ECLB Purchase Order form has been received.
- 5.7 Quotations must hand delivered and deposited into tender box at ECLB Head Office in East London at 16:00 pm , 19 January 2026. Faxed quotations will not be accepted.
- 5.8 Quotations received after the specified time and date (**19 January 2026 at 16:00pm**) will not be considered and accepted.
- 5.9 Quotations submitted shall become the property of ECLB and shall not be returned.
- 5.10 Quotations will be valid for a period of 90 days from the Request for Quotations (RFQ) stated closing date.
- 5.11 Service providers may attend a Site inspection on 04 December 2025 , 11h00. Site inspection will assist the service provider to have an idea of the offices and enable him/her to quote appropriately.
- 5.12 Service providers must meet the ECLB officials in the Boardroom of Shop 10 at the Beacon Bay Crossing Centre for the Site Inspection at 11h00 on 04 December 2025
- 5.13 The ECLB may request written clarification or further information regarding any aspect of the quotation submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their quotation may be disqualified.
- 5.14 Service providers shall not qualify their quotations with their own conditions. If a service provider does not specifically withdraw its own conditions of quotation when called upon to do so, the quotation response will be declared invalid.
- 5.15 Completion of the returnable forms below is mandatory and failure to do so will render the quotation invalid. These forms must be completed in full on the original and must be signed.
  - SBD 3.1: Pricing schedule
  - SBD 4: Declaration of interest
  - SBD 6.1: Preference Points Claim form (6.1 only)
- 5.16 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.
- 5.17 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.



**ANNEXURE A1: SBD 3:1**

**SUMMARY OF THE PRICING SCHEDULE FIRM PRICES: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**NAME OF THE BIDDER:**.....

**DESCRIPTION OF SERVICES: PROVISION OF HOUSEKEEPINGS AND REFRESHMENT SERVICES– HEAD OFFICE FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF TWO YEARS.**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID. Price must be in South African currency and must be inclusive of VAT.

*A detailed Pricing Structure must be attached to explicitly demonstrate how a bidder has arrived at the total bid price. Prices must include all applicable taxes and escalations costs “No hidden/ unknown costs will be acceptable. Annual escalation of salary for the duration of the contract must be covered in the total quotation price.*

<b>CLEANING COSTS PER MONTH</b>	<b>Quantity</b>	<b>Rate /Price Unit Price</b>	<b>Total Price per month</b>	<b>Total Price per Year</b>
<b>Permanent Cleaner and Reliever rate</b> <i>(as per by dept of labour rate)</i>	<b>160hrs</b>			
<b>Cost for 3 cleaners</b>	<b>3</b>			
<b>Cost of material – quarterly</b> <i>(refer to the items listed above)</i>	<b>4</b>			
<b>Cost of Equipment - once a year</b>	<b>1</b>			
<b>Cost of detergents per month</b> <i>(refer to the items listed above)</i>	<b>1 Month</b>			
<b>Overhead and Mark up Costs</b>	<b>1 Month</b>			
<b>SUB- TOTAL</b>				
<b>VAT</b>				
<b>GRAND- TOTAL</b>				

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

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

Signature

Date

.....

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*Provision for House Keeping and Attend to Refreshment Services for the Eastern Cape Liquor Board for a period of Two Years.*

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Position

Name of Bidder

.....

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**ANNEXURE A2: SBD 3:1 PRICING SCHEDULE**

**SUMMARY OF THE PRICING SCHEDULE – FIRM PRICES OTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**NAME OF THE BIDDER:**.....

**DESCRIPTION OF SERVICES: PROVISION OF CLEANING HOUSEKEEPING AND REFRESHMENT SERVICES– HEAD OFFICE FOR THE EASTERN CAPE LIQUOR BOARD FOR A PERIOD OF TWO YEARS**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID. Price must be in South African currency and must be inclusive of VAT.

A detailed Pricing Structure for 2-year period must be attached to explicitly demonstrate how a bidder has arrived at the total bid price. Prices must include all applicable taxes and escalations costs “No hidden/ unknown costs will be acceptable. Annual escalation of salary for the duration of the contract must be covered in the total quotation price.

DESCRIPTION OF SERVICES	FIRM PRICES	
	YEAR 1	YEAR 2
CLEANING AND TEA MAKING SERVICES AT ECLB NXUBA OFFICE		

TOTAL BID PRICE FOR PERIOD OF TWO YEARS R\_\_\_\_\_ VAT INCL.

I, the undersigned Name.....

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

.....  
Signature

.....  
Date

.....  
Name of bidder

.....  
Position

*Provision for House Keeping and Attend to Refreshment Services for the Eastern Cape Liquor Board for a period of Two Years.*

## GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECLB”** means Eastern Cape Liquor Board
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

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

- 1.16 “**GCC**” means the General Conditions of Contract.
- 1.17 “**Goods**” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 “**Letter of acceptance**” means the written communication by ECLB to the contractor recording the acceptance by ECLB of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.20 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.24 “**Purchaser**” means the organization purchasing the goods.
- 1.25 “**Republic**” means the Republic of South Africa.
- 1.26 “**SCC**” means the Special Conditions of Contract.
- 1.27 “**Services**” means 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.
- 1.30 “**Tenderer**” means any person or body corporate offering to supply goods/services to ECLB.
- 1.31 “**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building

and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

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

### **4. Standards**

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

### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

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

### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECLB the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to ECLB as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECLB and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECLB, in the form provided in the bidding documents or another form acceptable to ECLB; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECLB and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Increase/decrease of quantities**

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

## **19. Contract amendments**

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

## **20. Assignment**

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **21. Subcontracts**

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the

contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

## **23. Penalties**

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **24. Termination For Default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Countervailing Duties and Rights**

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

## **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

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

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **30. Governing Language**

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

## **31. Applicable Law**

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

**32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**33. Taxes and Duties**

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

**34. Transfer of Contracts**

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

**35. Amendment of Contracts**

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

**36. National Industrial Participation Programme (NIP)**

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

**37. Amendment of Contracts**

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

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**DATE**

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**SIGNATURE OF BIDDER**

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**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 interest<sup>1</sup> 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.

2.2

Full Name	Identity Number	Name of State institution

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:

\_\_\_\_\_

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

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible

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<sup>2</sup> 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.

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

PT 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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, of 80/20 preference points system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

TYPE OF COMPANY/ FIRM  
 [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process.
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

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

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

ECLB 018/2025/26)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**ANNEXURE I:  
LIST OF RETURNABLES**

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

**RETURNABLES DOCUMENTATION**

LIST OF ANNEXURES		Pleas Tick (✓) in box below
<b>ANNEXURE A</b>	SBD1 - INVITATION TO BID	
<b>ANNEXURE B</b>	SBD3 - PRICING SCHEDULE	
<b>ANNEXURE C</b>	SBD4 – DECLARATION OF INTEREST	
<b>ANNEXURE D</b>	SBD 6.1 – PREFERENCE POINTS CLAIM FORM	
<b>ANNEXURE H</b>	SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	

**PLEASE NOTE: THE SET OF THIS DOCUMENT MUST BE SUBMITTED IN FULL AND IT MUST NOT BE DETACHED. A BID DOCUMENT THAT IS NOT IN FULL SET WILL BE RENDERED INVALID.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder