



**EMALAHLENI**  
LOCAL MUNICIPALITY

**ELM 25/2022  
(RE-ADVERT)**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**

<p><b>EMPLOYER:</b> <b>Emalahleni Local Municipality</b> P.O Box 3 Witbank 1035</p> <p><b>Municipal Manager</b> Tel No.: +27 (13) 690 6911 Fax No.: +27 (17) 690 6207 E-mail: <a href="mailto:maiselahs@emalahleni.gov.za">maiselahs@emalahleni.gov.za</a></p>	<p><b>QUERIES:</b> <b>Assistant Manager: Inventory Management</b> N.Nobunga Tel No.: +27 (13) 653 5688 E-mail: <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p> <p><b>Supply Chain Management</b> Mr. L.D Nkosi Tel No.: +27 (13) 690 6505 E-mail: <a href="mailto:nkosild@emalahleni.gov.za">nkosild@emalahleni.gov.za</a></p>
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**Tender Closing Date: 04 October 2023**  
**Wednesday at 11:00**

*Bidder's Details:*

<i>Company Name</i>	
<i>Physical Address</i>	
<i>Contact No.</i>	
<i>E-mail Address</i>	
<i>Contact Person</i>	
<i>Central Supplier Database No.</i>	
<i>Company Registration No.</i>	

## EMALAHLENI LOCAL MUNICIPALITY

### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

TENDER NO: ELM 25/2022 (RE-ADVERT)

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## **EMALAHLENI LOCAL MUNICIPALITY**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**

**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

## Tender Notice and Invitation to Tender

TENDER NO.: ELM 25/2022 (RE-ADVERT)  
CLOSING DATE: 04 OCTOBER 2023

### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

Emalahleni Local Municipality hereby invites service providers for the provision of auctioneering services for Emalahleni Local Municipality for a period of three (3) years

Tender documents with full specifications will be made available and can be obtained from [www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za).

The closing time for receipt of tenders is **11:00 on Wednesday, 04 October 2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

Any technical enquiries relating to the tender document may be directed to Ms N. Nobunga at telephone number 013 653 5688 during working hours or e-mails may be sent to [nobunganv@emalahleni.gov.za](mailto:nobunganv@emalahleni.gov.za). Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484.

Fully completed tender documents, clearly marked "**Tender No. ELM 25/2022 (RE-ADVERT) APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**" with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box** situated on the **First floor**, Emalahleni Local Municipality, Civic Centre, Corner Mandela & Arras Street, eMalahleni 1035 **by no later than 11h00 on 04/10/2023**. The envelope must be endorsed with number, title and closing date as indicated above..

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of Specific goals.

#### The specific goals allocated points in terms of this tender:

A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- |   |            |
|---|------------|
| - for 100% black person or people owned enterprise                                | 5 points   |
| - for at least 30% woman or women shareholding or owned enterprise                | 5 points   |
| - For at least 30% youth shareholding or owned enterprise                         | 2.5 points |
| - for at least 30% people living with disability shareholding or owned enterprise | 2.5 points |

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 5 points

**(The Municipality will utilize the CSD report to verify the above-mentioned information)**

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

**HS MAYISELA  
MUNICIPAL MANAGER**

Civic Centre  
29 Mandela Street  
eMalahleni  
1035  
[www.emalahleni.gov.za](http://www.emalahleni.gov.za)

P.O Box 3  
eMalahleni

## T1.2 : TENDER DATA

### Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

#### **PART T1 : TENDERING PROCEDURES**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

#### **PART T2 : RETURNABLE DOCUMENTS**

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

#### **PART C2 : PRICING DATA**

C2.1: Pricing Instructions

C2.2 Evaluation and Adjudication Criteria

#### **PART C3 : SCOPE OF WORKS**

C3 Scope of Work

C3.1 Description of the Works

#### **APPENDICES**

The Employer is represented by:

Name: Ms N. Nobunga

Address: 29 Mandela Street, eMalahleni, 1035

Tel: (013) 653 5688

E-mail: [nobunganv@emalahleni.gov.za](mailto:nobunganv@emalahleni.gov.za)

No alternative tender offer will be considered; however proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni

<b>Wording</b>
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: EMALAHLENI LOCAL MUNICIPALITY Physical address: 29 Mandela Street, eMalahleni, 1035
Duly completed and signed original bid documents should be sealed in an envelope marked: "TENDER NO. ELM 25/2022 (RE-ADVERT)"
<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS</b>
Closing date: 04 October 2023 Closing time: 11:00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative and the tenderers whom wish to attend the session. The tender offer amounts shall be read out publicly and the list of returnable documents shall be stamped by the employer.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
The following preference point systems are applicable to all bids: <ul style="list-style-type: none"> <li>- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p>



<b>Wording</b>
Tender offers will only be accepted on condition that :
a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;
b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
c) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and
d) has completed the Compulsory Municipal Bidding Documents ( MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.
The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

**EMALAHLENI LOCAL MUNICIPALITY**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES  
FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO: ELM 25/2022 (RE-ADVERT)**

**PART T2 : RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

## EMALAHLENI LOCAL MUNICIPALITY

### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

#### TENDER NO: ELM 25/2022 (RE-ADVERT)

#### T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule : 1A	MBD 1 - Invitation to Bid
Schedule : 1B	MBD 4 - Declaration of Interest
Schedule : 1C	MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
Schedule : 1D	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule : 1E	MBD 9 - Certificate of Independent Bid Determination
Schedule : 1F	Authority of Signatory
Schedule : 1G	Record of Addenda to Tender Documents
Schedule : 1H	Schedule of Similar Work satisfactorily carried out by the Tenderer
Schedule : 1I	Proposed Amendments and Qualifications

#### 2. OTHER MANDATORY DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule : 2A	Proof of Authority of Signatory
Schedule : 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.
Schedule : 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury

Schedule : 2D     Joint Venture Agreement in case of a Joint Venture signed by both parties

Schedule : 2E     A Detailed Company Profile (detailing relevant past experience)

**3.                    RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

*As listed in Item 1*

**4.                    OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 :              The offer portion of the Form of Offer and Acceptance

C1.2 :              Standard Conditions of Tender

C2.1:              Pricing instructions

C2.2 :              Bills of Quantities

C2.3                Evaluation and Adjudication Criteria

C3.1                Description of the Works

# SCHEDULE 1A: MBD 1 - INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER:	ELM 25/2022 (RE-ADVERT)	CLOSING DATE:	04 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT

**EMALAHLENI LOCAL MUNICIPALITY**  
**CIVIC CENTRE**  
**29 MANDELA STREET**  
**eMALAHLENI**

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
(TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM
CONTACT PERSON	MS ZINHLE MOROKU
TELEPHONE NUMBER	(013) 690 6497
FACSIMILE NUMBER	(013) 690 6207
E-MAIL ADDRESS	<a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a>

### TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	NV NOBUNGA
TELEPHONE NUMBER	(013) 653 5688
FACSIMILE NUMBER	(013) 690 6207
E-MAIL ADDRESS	<a href="mailto:nobunganv@emalahleni.gov.za">nobunganv@emalahleni.gov.za</a>

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## SCHEDULE 1B: MBD 4 - DECLARATION OF INTEREST

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

<sup>1</sup>"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:.....

.....

.....

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

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

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

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

.....  
.....

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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



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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

<b>SCHEDULE 1C: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>
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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.

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

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**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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

- a) 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

1.5 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.

1.6 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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}_{or} & & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}_{or} & & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration  $P_{max}$  =

Price of highest 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, that either the 80/20 or 90/10 preference point 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 tenderers: The tenderer must indicate how they claim points for each preference point system.**

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
<b>The Municipality will utilize the CSD report for the above-mentioned information.</b>			

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

<b>SCHEDULE 1D: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
--

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

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

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**



<b>SCHEDULE 1E: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
--

- 1 This Municipal Bidding Document (MBD) 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 *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. 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 MBD 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 (MBD 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:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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**

## SCHEDULE 1F: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for Company

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (**copy attached**) taken on ..... 20..., Mr./Ms. .... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract ..... and any contract resulting from it on behalf of the company.

#### As witnesses :

- |    |  |            |  |
|----|--|------------|--|
| 1. |  | Chairman : |  |
| 2. |  | Date :     |  |

Tenderers must attach a copy of the Resolution of the Board.

### B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ..... hereby authorize Mr. / Ms. , ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE :** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.

..... , authorised signatory of the company .....  
..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business trading ..... as  
.....

**As witnesses:**

1. .... : Signature  
2. .... : Sole owner : .....  
..... : Date : .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ....  
acting in the capacity of ..... , to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

<b>CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)</b>
--

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ....  
 ....., authorised signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		<div style="margin-bottom: 10px;">Signature .....</div> <div style="margin-bottom: 10px;">Name .....</div> <div style="margin-bottom: 10px;">Designation .....</div>
		<div style="margin-bottom: 10px;">Signature .....</div> <div style="margin-bottom: 10px;">Name .....</div> <div style="margin-bottom: 10px;">Designation .....</div>
		<div style="margin-bottom: 10px;">Signature .....</div> <div style="margin-bottom: 10px;">Name .....</div> <div style="margin-bottom: 10px;">Designation .....</div>

**NOTE:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**EMALAHLENI LOCAL MUNICIPALITY**

**SCHEDULE 1G: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING  
SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3)  
YEARS

TENDER NO. ELM 25/2022 (RE-ADVERT)

SCHEDULE 1H: SCHEDULE OF WORK SATISFACTORILY  
CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed .....

Date .....

Name .....

Position .....

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO: ELM 25/2022 (RE-ADVERT)**

**SCHEDULE 1I: PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

Signed .....

Date .....

Name .....

Position .....

<b>SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY</b>
---

The tenderer must attach to this page proof of authority of signatory.

<b>SCHEDULE 2B: MUNICIPAL RATES AND TAXES</b>
---

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.

<b>SCHEDULE 2C: CSD REGISTRATION</b>
--------------------------------------

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury

## **SCHEDULE 2D: JOINT VENTURE AGREEMENT**

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

<b>SCHEDULE 2E: COMPANY PROFILE</b>
-------------------------------------

The tenderer must attach to this page a Detailed Company Profile (detailing relevant past experience)

**EMALAHLENI LOCAL MUNICIPALITY**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING  
SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3)  
YEARS**

**TENDER NO: ELM 25/2022 (RE-ADVERT)**

**PART C1 : AGREEMENT AND STANDARD CONDITIONS OF TENDER**

- C1.1      Form of Offer and Acceptance**
- C1.2      Standard Conditions of Tender**



## EMALAHLENI LOCAL MUNICIPALITY

### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

TENDER NO: ELM 25/2022 (RE-ADVERT)

#### C1.1 : FORM OF OFFER AND ACCEPTANCE

##### 1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### FEES STRUCTURE (%)

: .....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name ..... and ..... signature  
of witness ..... Date .....

## 2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and conditions of tender (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

for the **Employer** .....  
(Name and address of organization)

Name ..... and ..... signature  
of witness ..... Date .....

## C 1.2: Standard Conditions of Tender

### 1 GENERAL

#### 1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

#### Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

#### 1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### 1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### 1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### 1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request

to do so.

- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

## **1.6 Procurement procedures**

### **1.6.1 General**

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **1.6.2 Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

## **2 TENDERER'S OBLIGATIONS**

### **2.1 Eligibility**

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **2.13 Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any

documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**2.15 Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**2.16 Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.



2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

**Clause 2.17.1** does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 **Provide other material**

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 **Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 **Submit securities, bonds, policies etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 **Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data

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YEARS**

**TENDER NO: ELM 25/2022 (RE-ADVERT)**

**PART C2 : PRICING DATA**

- C2.1      Pricing Instructions**
- C2.2      Evaluation and Adjudication Criteria**

## C 2.1 PRICING INSTRUCTIONS

### 1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

### 2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

### 3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### 4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. The standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

### 5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

## 6. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
H	hour
Ha	hectare
Kg	kilogram
Kl	kilolitre
Km	kilometre
km-pass	kilometre-pass
kW	kilowatt
L	litre
M	metre
Mm	millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
m <sup>2</sup> -pass	square metre-pass
No	number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
Sum	lump sum
T	ton (1 000 kg)

## 7. Net measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

## 8. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the employer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

11. **Rates and prices**

11.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

11.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

**12. Variation in text**

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

## C2.2 Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the 80/20 preference point system.

### Technical Proposals

All bid proposals received will firstly be evaluated on the following scoring criteria on the basis of functionality and price. Prospective bidders must at least achieve a minimum score of 60% in respect of functionality in order to be regarded as responsive and to qualify for further evaluation.

#### FUNCTIONALITY SCORECARD

	Registered with relevant professional body (SAIA)	<ul style="list-style-type: none"> <li>Registered with body = 20</li> <li>Not registered with body = 0</li> </ul>	20
	References and values of previous similar projects completed (proof must be attached)	Value of similar projects <ul style="list-style-type: none"> <li>R10 000 000 and above = (40) points</li> <li>R8 000 000 and less than 10 000 000 = (25) points</li> <li>R6 000 000 and less than 8 000 000 = (15) points</li> <li>Below R5 000 000 = (5) point</li> </ul>	40
	Key Personal (Must attach CV and Qualifications)	Personnel experience in auctioneering related matters <ul style="list-style-type: none"> <li>Has previously conducted 16 - 25 auctions = (40) points</li> <li>Has previously conducted 11 - 24 auctions = (25) points</li> <li>Has previously conducted 6 -10 auctions = (15) points</li> <li>Has previously conducted 1 - 5 auctions = (10) points</li> <li>Has previously conducted 0 auctions = 0</li> </ul>	40
<b>TOTALS</b>		100(a)	

All tenderers must obtain a minimum of 60 points on functionality to be considered for further evaluation.



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**TENDER NO: ELM 25/2022 (RE-ADVERT)**

**PART C3 : SCOPE OF WORKS**

**C3.1 Description of the Works**

## EMALAHLENI LOCAL MUNICIPALITY

<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AUCTIONEERING SERVICES FOR EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS</b>
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### TENDER NO: ELM 25/2022 (RE-ADVERT)

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The objective of Emalahleni Local Municipality is to conduct an auction for the disposal of Municipal written off assets as per Council approval.

#### **C3.1.2 EXTENT OF THE WORKS**

Provision of auctioneering services for a period of three (3) years for the disposal of municipal assets on an as and when required basis.

#### **C3.1.3 SPECIFICATION OF THE PROJECT**

The auctioneer will act as a Principal agent for auctioning of the Emalahleni Local Municipality's Vehicles, Assets and Inventory

#### **Duties will include the following:**

- The Auctioneer is responsible for advertising the sale in the public press in English and depending on the target group, advertisements may also be on the other languages as well and proof of such adverts must be submitted to the Municipality
- Advertisement must be placed timeously in order to afford interested customers who may be resident elsewhere the opportunity to attend the auction.
- Draft copies of the proposed advertisement are to be submitted to the Municipality for approval and publication is to be arranged in consultation with the Municipality
- Municipality sale is to appear in large print at the top of the advertisement and the name and the telephone number of the Auctioneer at the bottom in small print. Municipality advertisements are not to serve as marketing instruments for the Auctioneer.
- The Auctioneer together with the representative from the municipality will be required to make an inventory of all assets, valuation and compile the report for the Chief Financial Officer before the Auction.
- The Auctioneer will be responsible for the sorting of the items into lots. If extra personnel are required, it will be at the expense of the Auctioneer.
- The Municipality reserves the right to cancel the auction at any time
- The auctioneer or their representative shall inspect all items well before the auction to ensure that a lot of numbers and descriptions are correct and acquaint him / herself with the condition of the items. Buyers should take note that lots are sold "voetstoots" and that no

claims will be considered by virtue of incorrect description, quality, quantity, condition or any other grounds.

- All prospective buyers shall be registered by the Auctioneer. Where applicable, registration shall occur after payment of a registration fee which is R5000, and the Auctioneer must pay a surety of R50 000.00 before commencement of the project.
- The Auctioneer is responsible for obtaining payment from the purchaser(s) before completion of the auction. The auction will be considered as complete two hours after the last bid has been knocked down or as determined by the municipal representative providing the extended period falls on the same day of the auction.
- The registration fee shall be repaid by the auctioneer at the end of the auction, if nothing was bought by the buyer concerned or may be deducted from the amount payable by the buyer. An unclaimed registration fee at the end of the auction falls to the municipality.
- The auctioneer shall only knock down a bid for a registered buyer. Buyers should take note that ownership of the goods sold and risk shall pass to the buyer as soon as the payment for the purchase has been received. Goods will be released by the municipal representative only after payment has been received and upon production of an auctioneer's receipts of sale slip.
- In case of unsatisfactory performance by the auctioneer, the municipality is entitled to take corrective steps for example to cancel the auction and make alternative arrangements for the rendering of the service. Should these steps results in a loss of income or additional cost to the Municipality, the Municipality is entitled to claim damages, retain security or impose a penalty.
- Should claims be made, the security undertaking shall remain in force until all claims are paid or settled
- The auctioneer shall not be a part or party to a "Ring". Should any active association with a "Ring" be proved to the satisfaction of the municipality, the contract with the Auctioneer may be cancelled with immediate effect. The term "Ring" means the grouping together of prospective buyers who manipulate prices as well as other buyers to take part in the auction.
- The following conditions, regarding the removal of goods must be brought under the attention of the buyers:
  - a. All lots must be removed by the buyer "in Toto" within two (2) working days of the date of the sale on his own risk and cost. If for any reason acceptable to the municipality he cannot remove the lots within the prescribed working days the, extension may be granted by the Municipality at a storage fee of R500 per day;
  - b. If the buyer fails to take possession of the goods within seven (7) working days herein, the municipality will, without further communication, confiscate and dispose of the goods as it may deem fit, without any reimbursement to the buyer. If the buyer wishes to take possession of the goods after the expiry period of retrieval, the Municipality can grant approval after payment of the penalty to be determined by the municipality.
- Nothing herein contained shall be constructed as affecting the right of the municipality to sell any goods out of hands or by quotation as many be deemed fit.
- The municipal representative at the auction sale has the right to settle any dispute on the spot, and to withdraw items for which no suitable prices are obtained at his / her discretion.
- Provision must be made for buyers to pay before the end of the auction without interrupting the auction. Receipts will only be issued to registered buyers.
- All monies received at the auction shall be recorded in a receipt book in triplicate. The original and first copy shall be furnished to the buyer and the Municipality respectively.

**Bidder should take note of the following:**

- Auctions will be held at Emalahleni Local Municipality
- The municipality does not guarantee the number of auctions for the duration of the contract period, units to be sold per auction and income to be realised per auction.
- Prospective bidders are to note that any bid which is not accompanied by all the information called for, or which is not properly signed, may be disregarded (disqualified)
- The municipality supports the spirit of BBBEE and discourages / condemn any form of fronting. Should fronting be proven it would be dealt with in terms of the applicable laws, rules and regulations of the Public sector. The municipality may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to their BBBEE status.
- The municipality reserves the right to conduct site visits at the business premises of the service provider before the bid is adjudicated or at its discretion. The municipality further reserves the right to do background checks with any institution or individuals
- The service provider(s) shall provide their own public address system at their own cost.
- The auction shall be conducted at the time and place indicated by the municipality in co-operation with the service provider.
- Auctioneer(s) will be bound by the municipality conditions of sale, which must be brought to the attention of the buyers before the commencement and the auction.
- On the day of the auction the auctioneer and his / her administrative staff will be at the auction site at least two (2) hours before the commencement of the auction
- The auctioneer(s) shall knock down a bid on a registered buyer. Buyers should take note that risk shall pass to the buyer as soon as bid has been knocked down, and that ownership of the item sold shall pass to the buyer as soon as payment for the purchase has been received. Items will be released by the Municipal representative only after payment has been confirmed and upon receipt of the auctioneer's or sales slip.
- Municipal officials may buy in an auction on condition that they are registered as buyers.
- The municipal auction list / catalogue shall be supplemented by the auctioneer's list / catalogue with the following:
  1. The names and addresses of the purchasers
  2. The amount realized from each item
  3. The gross amount realized
  4. The actual amount expected on advertisement as laid out in paragraph 3.3
  5. A list of items supplied to the auctioneers is always provisional and subject to addition or subtraction of assets at the discretion of the municipality
- In the case of unsatisfactory performance by the auctioneer, the municipality is entitled to take corrective steps for example to cancel the auction and make alternative arrangements for the rendering of the service. Should these steps result in a loss of income or additional cost to the Municipality, the Municipality is entitled to claim damages, retain security or impose a penalty.
- Prospective tenders / bidders must be affiliated to Auctioneering Professional bodies.

### **Pricing Instructions:**

1. The municipality is not obliged to accept the lowest price.
2. The municipality reserves the right to negotiate rates / commissions.
3. The Service Provider is responsible to advertise the sale in the national, local and municipal local press. The actual cost of the advertisement must be debited / claimed against the municipality. A number of posters, auction catalogues and billboards as determined by the municipal will be reimbursed. The Service provider is responsible for the cost of advertising.
4. Advertisement must be placed timeously in order to afford interested customers who may be resident elsewhere the opportunity to attend the auction. Draft copies of the proposed advertisement are to be submitted to the Municipality for approval and publication is to be arranged in consultation with the Municipality
5. When a need arises, the service provider might further be required to pay outstanding license fees on vehicles that are to be auctioned. This cost will be deducted from the auction proceeds.
6. The Services Providers might be required to arrange lots by moving vehicles / units that need to be auctioned. The cost thereof will be deducted from the auction proceeds. The Service Provider must provide written proof of the work undertaken
7. The successful Service Provider shall possess adequate insurance for the auction.
8. The net proceeds of all items sold in the auction shall be paid to the municipality within two (2) working days by means of an Electronic Funds Transfer. This period shall commence from 8h00 on the day after the bid calling. All interest that accrues during this period shall also be transferred to the municipality. All assets not paid for at the expiry of twenty-four (24) hours will be automatically withdrawn back to the municipality and the forfeited deposit amount will be shared on a 50/50 basis between the municipality and the auctioneer.
9. Service Provider must ensure that the price tendered (commission) must be VAT inclusive. Only seller's commission will be applicable.
10. The Service Provider is responsible for the payment of taxes on the commission earned to the South African Receiver of Revenue.
11. All Auctions and transactions shall be conducted in the RSA currency
12. The Service Provider(s) are responsible for obtaining payment from the buyers shortly after the last lot is sold.
13. A registration fee will be determined by the municipality and must be paid during registration and before the bid calling starts.
14. The registration fee shall be refunded to the buyer by the municipality at the end of the auction if nothing was bought by the buyer.
15. Lots where no offer is received may be withdrawn.
16. Lots where the reserve price is not realised, may be sold subject to confirmation by the municipality disposal committee.
17. Provision shall be made for buyers to pay before the end of the auction/ bid calling process without interrupting the auction.
18. All moneys received at the auction shall be recorded in triplicate by the Auctioneer. The original and one copy will be furnished to buyer and the municipality respectively.

### **SELF COMPLIANCE CHECK SHEET**

<b>Ref no</b>	<b>Question</b>	<b>ELM'S Requirement</b>	<b>Bidder's Response</b>
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
4	Have you taken note of the contents of MBD 6.1 to substantiate your Specific goal rating claims?	YES	
5	Have you completed and signed the MBD 8 - Declaration of bidder's past Supply Chain Management Practices and MBD 9 - Certificate of Independent Bid Determination?	YES	
6	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submit a copy of your CSD Report?	YES	
7	Have you completed and signed the Bill of Quantities?	N/A	
8	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
9	Is the Company registered with the Construction Industry Development Board (CIDB) in terms of the category required in this Specification? Have you submit a copy of your CIDB Certificate?	N/A	

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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**APPENDICES**

**APPENDIX A    General Conditions of Contract ( GCC )**