



WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GENERAL GOODS & SERVICES BID DOCUMENT: TERM CONTRACT

16A – Goods & Services

Template Version 2.03 – November 2024

BID No : MT05/2024

BID TITLE : GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF
AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR
TERM CONTRACT

BID CLOSING : 11:00 on 17 March 2025

| PURCHASER DETAILS GOVERNMENT MOTOR TRANSPORT (GMT) | | PURCHASER'S REPRESENTATIVE/AGENT | |
|---|---|---|---------------------------------|
| | | Riaan Fourie: DD: Fleet Operations | |
| <u>PHYSICAL ADDRESS</u> | <u>POSTAL ADDRESS</u> | <u>PHYSICAL ADDRESS</u> | <u>POSTAL ADDRESS</u> |
| SCM: Tender Office 27 Wale Street CAPE TOWN 8001 | SCM Tender Office Private Bag X9083 CAPE TOWN 8000 | 3 Rusper Street MAITLAND 7405 | P O Box 352 MAITLAND 7404 |
| | | Contact: Mr Riaan Fourie Phone: 021 467 4747 Email: Riaan.Fourie@westerncape.gov.za | |

NOTE:

All returnable documents as listed on page 3 in this document, including the Bid Form WCBD1 on page 5 must be completed in full and signed. The entire document, from page 1 through 91 must be submitted with your bid. Non-compliance will cause your bid to be rejected.

Name of Bidding Entity:

Company/Corporation Registration Number:

CSD/WCSEB Registration Number: MAAA.....

WESTERN CAPE GOVERNMENT**MOBILITY DEPARTMENT****GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES
AND OTHER GOODS: 3 YEAR TERM CONTRACT**

IMPORTANT NOTICE: Please **DO NOT** disassemble or dismember this document. **DO NOT** insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached **AFTER** the last page of the document and clearly marked to which returnable schedule they belong.

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NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 91) in the document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the Purchaser to bidders prior to bid closing;
- All deviations included in the Schedule of Deviations on page 67 of this document;
- All additional pages appended by the bidder to returnable schedules which are accepted by the Purchaser.

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GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

List of Returnable Schedules and Documents

IMPORTANT: The bidder must complete all returnable schedules. After completing each schedule, use the "Check" column to tick completion of each returnable schedule as a verification procedure for yourself to ensure all schedules are duly completed. **Failure to complete all returnable schedules will lead to the rejection of your bid.** Please see instructions for completion of returnable schedules on the next page.

1. Returnable Schedules required for bid evaluation and contracting purposes

| Schedule No | Schedule Description & Location | Check |
|-------------------------|--|--------------------------|
| | Tender & Contracting Schedules: | |
| PART A Schedules | | |
| A1 | WCBD1: Bid Form Page 5 | <input type="checkbox"/> |
| A2 | Tendering entity and authority of signatory Page 13 | <input type="checkbox"/> |
| A3 | Compulsory Enterprise Questionnaire Page 18 | <input type="checkbox"/> |
| A4 | WCBD6.1(a): Preference Certificate (80:20) Page 22 | <input type="checkbox"/> |
| A5 | WCBD4: Declaration of interest Page 28 | <input type="checkbox"/> |
| A6 | Addenda / Notices issued to tenderers Page 35 | <input type="checkbox"/> |
| A7 | Critical risk assessment criteria applicable to this bid Page 36 | <input type="checkbox"/> |
| PART B Schedules | | |
| B1 | WCBD7.1: Contract Form: Purchase of Services Page 65 | <input type="checkbox"/> |
| B2 | Contract Data Part Two: Data provided by the Supplier Page 71 | <input type="checkbox"/> |
| PART C Schedules | | |
| C1 | Pricing Summary Page 75 | <input type="checkbox"/> |
| C2 | Price Schedule Page 76 | <input type="checkbox"/> |
| PART D Schedules | | |
| D1 | Amendments by Supplier Page 87 | <input type="checkbox"/> |

2. Returnable Documents to be submitted with bid

| Document | Check |
|---|--------------------------|
| • B-BBEE Status Level Verification Certificate | <input type="checkbox"/> |
| • Printed Current Tax Compliance Status (TCS) Result Summary Page | <input type="checkbox"/> |

Important information for completing returnable schedules

1. The returnable schedules list on the previous page shows all the returnable schedules which need to be completed and returned for bid evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. The list should be used as a checklist by the bidder to verify that all returnable schedules have been duly completed, to avoid the bid being rejected due to an incomplete submission.
2. Each returnable schedule per main Part of the document is numbered, starting at Schedule A1 and following a consecutively incremented whole number sequence preceded by the Part identifier through each main Part of the bid document to the final schedule number assigned, as per the returnable schedules list.
3. Schedules can be quickly located by their document page number given in the list of returnable schedules.
4. The bidder must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliance of the bid with responsiveness criteria.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the bidder when submitting the bid. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. **Please note: Appended pages must not be directly affixed to the returnable schedule itself, but must be grouped together at the end of the document (or at the end of each two-part section of the document as appropriate when a two-envelope submission is required), and all appended pages must be clearly marked with the schedule number to which they belong.**
6. All returnable schedules require the signature of the bidder's authorised signatory where indicated, and the date.

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GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

PART A: The Bid

WCBD1: Bid Form

SCHEDULE A1: WCBD1 Part A

| | | | | |
|--|--|----------------------|-------------------------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT MOTOR TRANSPORT (GMT) | | | | |
| BID NUMBER: | MT05/2024 | CLOSING DATE & TIME: | 11:00 on 17 March 2025 | |
| DESCRIPTION | GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1). | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE LOCATION AS STIPULATED IN THE ADDITIONAL INFORMATION, TERMS AND CONDITIONS FOR BIDDING IN THIS DOCUMENT | | | | |
| SUPPLIER INFORMATION | | | | |
| NAME OF BIDDER | | | | |
| POSTAL ADDRESS | | | | |
| STREET ADDRESS | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | |
| CELLPHONE NUMBER | | | | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER | | | | |
| COMPANY REGISTRATION NO | | | 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 |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | |
| TOTAL COST | Amount in figures R | | Amount in words: R | |
| SIGNATURE OF BIDDER | AUTHORISED SIGNATURE AS PER SIGNATURE BOX ON PAGE 6 | | DATE | AS DATED BY COMMISSIONER OF OATHS ON PAGE 6 |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Ensure Schedule A2 on page 13 of this document is fully completed.) | | | | |
| BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | | |
| CONTACT PERSON | Mr Riaan Fourie | | | |
| TELEPHONE NUMBER | 021 467 4747 | | | |
| E-MAIL ADDRESS | Riaan.Fourie@westerncape.gov.za | | | |

WCBD1: Part A Signature Sheet

For the purpose of simplifying the bid document and bid submission process, the official bid offer signature below by the bidder shall apply to this bid document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Bid Form.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

| |
|---|
| |
| AUTHORISED SIGNATURE OF TENDERER |

TO BE COMPLETED BY COMMISSIONER OF OATHS:

I certify that before administering the oath/solemn affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- | | | |
|-----|--|---------------|
| 1.1 | Do you know and understand the contents of this declaration? | ANSWER: |
| 1.2 | Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? | ANSWER: |
| 1.3 | Do you consider this declaration to be binding on your conscience? | ANSWER: |

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations therein, which was sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

| | |
|------------------|---|
| | |
| SIGNATURE | FULL NAMES (Commissioner of Oaths) |

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

| |
|----------------------|
| Commissioner's Stamp |
|----------------------|

WCBD1 Part B: Terms and Conditions for Bidding

| | |
|--|--|
| 1. BID SUBMISSION: | |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) AS WELL AS THE WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTIONS.</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.</p> | |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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>2.3 BIDDERS MUST SUBMIT A PRINTED TCS WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.</p> <p>2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS AS MENTIONED ABOVE.</p> | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO REGISTER ON THE CSD NOR WCSEB NOR TO PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) IF NOT REGISTERED AS PER 2.2 ABOVE.</p> | |

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Additional Information, Terms and Conditions for Bidding

1. TERMINOLOGY

1.1 In as far as possible, regular terminology where the meaning of words and terms are self-explanatory, clear and unambiguous, is used throughout this document. For the sake of clarity specifically related to the bid document and award of the bid, the following words and terms are to be interpreted as follows:

- "Bid" and "tender" have the same meaning, which is also the case for "bidder" and "tenderer". "Bid" and "bidder" are the preferred terms used throughout this document.
- For bids, the terms "bid is non-responsive", "bid is non-compliant", "bid is not acceptable (or unacceptable)", "bid is disqualified", "bid is rejected", "bid is invalid", "bid is not considered" or syntax variations of any of these terms, all refer to various instances of the bid failing to meet certain criteria stated in the bid document which automatically result in an outcome where the bid is not awarded to the bidder.

2. SUPPLIER DATABASE REGISTRATION

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- The Central Supplier Database (CSD), by tender closing date.
- All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za.

Prospective Service Providers should be duly registered on the Western Cape Supplier Evidence Bank (WCSEB) for annual update of compulsory returnable schedules) WCBD4 and WCBD 6.1, BBBEE certificates/affidavit.

- Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za
- All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted).

**Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or
Private Bag X9165, Cape Town, 8000**

3. BID DOCUMENT/S

3.1 The bid document (this document), issued by the Purchaser, is comprised of the Parts listed in the Bid Document Table of Contents on page 2 of this document. The bid document may be issued in two separately issued documents: the main document and the Appendix.

This bid document contains the "returnable documents" which must be completed and submitted to the Purchaser.

3.2 Documents will be available after **08:00** from **13 February 2025**.

It is the tenderer's responsibility to ensure that they obtain all the necessary documents/electronic files required for submission of a complete tender. Documents issued via email are free of charge. Information about the tender documents can be found on the eTender Portal of the National Treasury at <https://www.etenders.gov.za>.

- 3.3 Queries relating to the technical specification of these documents may be addressed to:
 Name : **Riaan Fourie: DD: Fleet Operations**
 Phone : 021 467 4747
 E-mail : Riaan.Fourie@westerncape.gov.za
- 3.4 **The closing time for receipt of bids is 11:00 on 17 March 2025.** Bids submitted by facsimile, electronically, and late bids will not be accepted.

4. COMPULSORY BID CLARIFICATION MEETING

The arrangements for a **compulsory** bid clarification meeting are:

Location: **GMT Boardroom A14, 3 Rusper Street, MAITLAND**
 Date: **Wednesday, 26 February 2025**
 Starting Time: **12:00**

THE FOLLOWING CONDITIONS APPLY:

- (a) Failure to attend the meeting will automatically disqualify the bidder.
- (b) After official start of the meeting by the chairperson, late arrivals will as a general rule not be allowed into the meeting. However, the chairperson may, at his/her sole discretion, delay the official start of the meeting or decide to allow late arrivals into the meeting if he/she deems this to be appropriate in terms of prevailing circumstances at the time (e.g. traffic congestion, ineffective venue directions, etc), or if deemed to be in the interest of the Purchaser. This decision will be clearly conveyed to the bidders already present.
- (c) Bidders must complete and sign the meeting attendance register. Failure to complete and sign the attendance register will automatically disqualify the bid.
- (d) Addenda may be issued to all whom collected bid documents.
- (e) Bidders must be represented by a person who is suitably qualified and experienced to comprehend the implications of the scope of the good/services involved in this bid.
- (f) **IMPORTANT – PLEASE NOTE:** Bidders are required to have obtained, and studied, the bid document including all the technical and other specifications in detail prior to attending the bid clarification meeting. **This meeting will be the ONLY opportunity for bidders to ask clarification questions about anything regarding this bid. The Department will not entertain, or respond to, any verbal or written requests for additional information regarding this bid document, after the clarification briefing.** Please come prepared.

Written and verbal instructions given to bidders at the bid clarification meeting and which are recorded in the Purchaser's minutes of the meeting, form part of this Additional Information, Terms and Conditions for Bidding. Failure to comply with such instructions may lead to bid rejection.

5. CONTRACTING PARTIES

- 5.1 If awarded, the contract will be between the successful bidder(s) and the Purchaser as identified in the Contract Data.

6. IMPORTANT INFORMATION FOR COMPLETING AND SUBMITTING THE BID

- 6.1 The rates and prices offered by the bidder must be physically written into the pricing schedule of this bid document, completed in full and signed. Failure to do so will disqualify the bid. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the Price Schedule are not accepted for this bid.
- 6.2 The Purchaser requires bidders to return a fully priced Price Schedule with the bid submission. ALL ITEMS in the Price Schedule must be priced, subject to the following:
- a) Where pricing for any item is intentionally included in the rate or price of another item, this must in every instance be clearly indicated so by the bidder and cross-referenced to the item in question in the Price Schedule. **Bids showing a pattern of unpriced items without due reference to where the omitted prices are included in other items in the Price Schedule, will be rejected.**

- b) **Summarising parts or sections of the Price Schedule into single lump sums or rates without providing the breakdown of pricing of items as per the Price Schedule, is not acceptable and the bid will be rejected.**

6.3 **PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.** Alterations/corrections to inserted information may only be performed as follows:

- (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction.**
- (b) In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.

Bid submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

- 6.4 The terms and conditions of contract as contained in this document, comprise the only terms and conditions on which this bid will be awarded. No other terms and conditions proposed by the bidder will be accepted.
- 6.5 No alternative bid offers will be considered.
- 6.6 **PLEASE NOTE: The complete bid document comprising pages 1 through 91 must be returned to the Purchaser when submitting a bid offer.**
- 6.7 The bid shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each entity involved.
- 6.8 A two-envelope procedure will not be followed for this bid.
- 6.9 The Purchaser's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows:

Identification details: Bid No: **MT05/2024**

Location of bid box: **WC Mobility Department**
27 Wale Street
CAPE TOWN
(Deposit bid document envelope/s into bid box slot on 27 Wale)

The bid box is open 24 hours a day, 7 days a week.

The bid slot opening is about 35cm wide and 10cm high, therefore, bid documents with larger dimensions must be delivered during office hours 08:00 – 15:00 for handover to an SCM official. Bidders to ensure that they document the name and contact of the officials who took receipt of the bid document.

Bid offers couriered to the Purchaser must be delivered to the following address:

GOVERNMENT MOTOR TRANSPORT (GMT)
SCM: Tender Office
27 Wale Street
CAPE TOWN
8001

Bids sent via courier must be delivered during office hours 08:00 – 15:00. Bidders must ensure they keep proof of delivery in every instance.

7. BID OFFER VALIDITY PERIOD

Your bid offer is valid for a period of **12 weeks**, expiring on **12 June 2025**. The Purchaser reserves the right to request an extension to the bid's validity period. In such circumstances, only offers from those bidders accepting the extension will be considered.

8. BID OPENING AND BID EVALUATION PROCEDURES

8.1 The time and location for opening of the bid offers is:

Time: **11:00 on 17 March 2025**
 Location: **WESTERN CAPE MOBILITY DEPARTMENT,**
 27 Wale Street
 CAPE TOWN
 8001

Bids will be opened immediately after the closing date and time; however, **results will be published on eTender within 10 days from tender closing.**

8.2 Test for acceptability: Bids will not be acceptable if:

- the bid is not in full compliance with specifications,
- the bidder has not fully completed and signed where required,
- the complete bid document inclusive of all the returnable documents as listed on page 3 of this bid document has not been submitted,
- all the requirements for bid submissions stated in this document have not been adhered to, or
- the bidder has failed to clarify or submit any supporting documentation or supporting information for clarification within seven days of being requested to do so in writing.

8.3 Arithmetical errors: When bids are checked for arithmetic errors, corrections shall be made in the following manner:

- If a schedule of rates/prices apply and there is an error in the line item total price resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total price shall be corrected;
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the corrected total of the prices shall govern and the bidder will be requested in writing to revise the total of the prices to achieve a corrected bid offer. If the bidder does not confirm in writing agreement to the revision of the offer in accordance with the corrected revised total of the prices within 7 calendar days after receipt of the Purchaser's written request to do so, the bid will be rejected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in the Bid Form and the total of the prices in the Price Schedule, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- In the absence of a schedule of rates and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount in figures shall govern.

8.4 The procedure for the evaluation of responsive bids is **Price and Preference**

8.4.1 Price will be scored using the Formula $P_s = 80(1 - ((P_i - P_{min})/P_{min}))$ where:

1. P_s is the number of points scored for comparative price of bid under consideration;
2. P_{min} is the comparative price of the lowest acceptable bid offer;
3. P_i is the comparative price of bid offer under consideration.

8.4.2 Preference will be scored as follows:

Up to 20 bid evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.

8.5 Bids will only be considered if all the requirements as stated in these terms and conditions and in the GCC and SCC are complied with. Specific emphasis is placed on the following criteria for responsiveness:

- (1) It is not compulsory for bidders to be registered on the WCSEB by date of tender closing. The appointed service provider will however be required to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure all compulsory information is obtained upon expiry or annual renewal during the contract period. For the tender process, a completed WCBD4 form (Returnable Schedule A4) must be included in this document to enable responsiveness;

- (2) the bidder is registered on the Central Supplier Database (CSD) and the bidder is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the Supplier's tax clearance by close of bid;
- (3) **the bidder submits this complete bid document from page 1 to page 91 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in these conditions of bidding at the close of bid;**
- (4) neither the bidder nor any of its directors/members/partners is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004) as a person prohibited from doing business with the public sector;
- (5) neither the bidder nor any of its directors/members/partners are listed on the National Treasury's database of suppliers or persons prohibited from doing business with the public sector;
- (6) the bidder has not:
 - abused the Purchaser's Supply Chain Management System, evidence of which can be clearly demonstrated by the Purchaser;
 - failed to complete any previous contract due to the Supplier's own fault for any organ of state within the last 2 years;
 - submitted more than one offer (including participation in joint venture/consortium arrangements with others);
- (7) the bidder has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Purchaser or potentially compromise the bid process.

8.6 All bids are subject to a comprehensive risk assessment in terms of:

1. Financial viability and sustainability;
2. Evaluation and validation of the required information provided by the bidder in inter alia returnable schedules including the evaluation of critical risk assessment criteria defined in returnable Schedule A7: Critical risk assessment criteria applicable to this bid.

The Purchaser reserves the right to request, in writing, additional information from bidders to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the bidder to provide the additional information within seven calendar days after receipt of such a request will disqualify the bid. Bid offers which present an unacceptable high risk to the Purchaser in terms of any of the risk assessment criteria, will be passed over for award.

Prior to bid award, an on-site inspection of the bidder's business and operations may be undertaken by officials of the Purchaser to make an assessment of the facilities and manufacturing capabilities of the bidder (if applicable), for verification purposes and completion of the overall risk assessment for this bid. Each party will be responsible for their own costs related to such on-site inspection. If the site inspection reveals any falsification or misrepresentation of information submitted by the bidder in the bid submission, the bid may be disqualified.

9. CANCELLATION OF BID

An organ of state may, prior to the award of the bid, cancel a bid if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable bids are received, or
- (d) there is a material irregularity in the bid process.

The decision to cancel a bid invitation will be published in the same manner in which the original bid invitation was advertised.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A2: Bidding entity and authority of signatory

The purpose of this Schedule is:

Section 1: To obtain the necessary information about the bidding entity and confirm the official bid offer signature of the bidder;

Section 2: To establish authority of the signatory to sign the bid offer and all other documents and/or correspondence in connection with and relating to the bid.

INSTRUCTIONS FOR COMPLETING THIS SCHEDULE:

Bidding entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. This Schedule must be completed as follows:

- **If the bidding entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the bidding entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Bidding entity

THE BIDDING ENTITY IS: (Circle or mark with X the applicable option)

| | | | | | | |
|-----------------|-------------|-------|---------|-------------------|------------|---------------|
| Sole proprietor | Partnership | Trust | Company | Close corporation | Consortium | Joint venture |
|-----------------|-------------|-------|---------|-------------------|------------|---------------|

NAME AND REGISTRATION NUMBER OF THE BIDDING ENTITY: As per Schedule A1

(Legally correct full name and registration number of the bidding entity)

CONTACT DETAILS: As per Schedule A1

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT IS
CONFIRMED AS THE OFFICIAL SIGNATURE FOR THIS BID**

Section 2: Authority of signatory

2.1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the bidding entity)

Taken at On
(Place) (Date)

| | Name of Proprietor/Trustee/Director/Member/Partner | Capacity | Signature |
|---|---|-----------------|------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Western Cape Mobility Department in respect of Bid No: **MT05/2024: GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the entity)

and who will sign the tender offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid and any and all documentation, resulting from the award of the bid to the entity mentioned above.

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the entity)

Taken at On
(Place) (Date)

| | Name of Proprietor/Trustee/Director/Member/Partner | Capacity | Signature |
|---|--|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Western Cape Mobility Department in respect of Bid No **MT05/2024: GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT**

| | Full legally correct name of entity | Registration No (if applicable) |
|---|-------------------------------------|---------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

(Append separate page if not enough space)

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for Bid No: **MT05/2024: GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT**

| | Full legally correct name of entity | Registration No (if applicable) |
|---|-------------------------------------|---------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

(Append separate page if not enough space)

Held at On.....
(Place) (Date)

| | Name of authorised representative | Capacity | Signature |
|---|-----------------------------------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the bid mentioned above.
- B. *Mr/Mrs/Ms:
in *his/her capacity as:
(Position in the bidding consortium/joint venture)
- and who will sign the bid offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the entities in the consortium/joint venture mentioned above.
- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
.....
(Consortium/joint venture name)
- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the bid mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the bid mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A3: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

| | | |
|--|--|------------------------------------|
| Section 1: Name of enterprise: Address of enterprise: | | |
| Section 2: VAT registration number, if any: | | |
| Section 3.1: CIDB registration number, if any: N/A | Section 3.2: CSD Registration Number: | |
| Section 4: Particulars of sole proprietors and partners in partnerships | | |
| Name* | Identity number* | Personal income tax number* |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| * Complete only if sole proprietor or partnership and append separate page if more than 6 partners | | |
| Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number..... | | |

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Append separate page if not enough space

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Append separate page if not enough space

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Purchaser to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the Scope of Supply that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A4: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;

- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- 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).
- 2.2 Preference point system for this bid:
- The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the

Department.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

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

5.1 POINTS AWARDED FOR PRICE

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

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

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 |

6 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7 BID DECLARATION

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

8 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9 SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

| |
|--|
| AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE |
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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A5: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION **DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) by bid closing date.
4. It is advisable to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure that the compulsory schedules (included in this bid), i.e., WCBD4 and WCBD 6.1 and BBBEE certificate/affidavit are annually updated (before expiry) on the WCSEB.
5. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
6. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
7. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

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

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person,

in order to act personally or by influencing another person so to act, in a manner—

- (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
- (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules,
- (iii) designed to achieve an unjustified result; or
- (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything,

is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remuneration Work Outside of the Employee’s Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
 - (b) partner in a customary union according to indigenous law; or
 - (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
8. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
- i. resigned as an employee of the government institution or;
 - ii. cease conducting business with an organ of state or;
 - iii. resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.
9. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
10. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
11. 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
12. 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 authorises 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.
13. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
14. 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.

SECTION A: DETAILS OF THE ENTITY

| | | |
|------------|--|-----------|
| A1. | CSD Registration Number IMPORTANT: PLEASE NOTE: | MAAA..... |
| A2 | Name of the Entity | |
| A3. | Entity registration Number (where applicable) | |
| A4. | Entity Type | |
| A5. | Tax Reference Number | |

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.

TABLE A

| FULL NAME | DESIGNATION <small>(Where a director is a shareholder, both should be confirmed.)</small> | IDENTITY NUMBER | PERSONAL TAX REFERENCE NO. | PERCENTAGE INTEREST IN THE ENTITY |
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(if not enough space, attach additional pages)

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise should first obtain the necessary approval (RWOPS), failure to submit proof of such authority, where applicable, may result in disciplinary action.

| | | | |
|------------|---|-----------------------------|------------------------------|
| B1. | Are any persons listed in Table A identified on the CSD as employees of the Institution? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions) | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| B2. | Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOP") | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| B3. | Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B) | <input type="checkbox"/> NO | <input type="checkbox"/> YES |

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

| FULL NAME OF EMPLOYEE | IDENTITY NUMBER | DEPARTMENT/ ENTITY OF EMPLOYMENT | DESIGNATION / RELATIONSHIP TO BIDDER** | INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known) |
|-----------------------|-----------------|----------------------------------|--|---|
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(if not enough space, attach additional pages)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES*To enable the prospective bidder to provide evidence of past and current performance.*

C1. Did the entity conduct business with an organ of state in the last twelve months?
(If yes complete Table C)

| | |
|----|-----|
| NO | YES |
|----|-----|

C2.
TABLE C

Complete the below table to the maximum of the last 5 contracts.

| NAME OF CONTRACTOR | PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY | TYPE OF SERVICES OR COMMODITY | CONTRACT / ORDER NUMBER | PERIOD OF CONTRACT | VALUE OF CONTRACT |
|--------------------|--|-------------------------------|-------------------------|--------------------|-------------------|
| | | | | | |
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(if not enough space, attach additional pages)

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

| | |
|----|-----|
| NO | YES |
|----|-----|

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

| | |
|----|-----|
| NO | YES |
|----|-----|

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

| | | |
|----|-----|-----|
| NO | YES | N/A |
|----|-----|-----|

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

| | |
|----|-----|
| NO | YES |
|----|-----|

C7. 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?

| | |
|----|-----|
| NO | YES |
|----|-----|

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

See reference to authorised signature below.

AUTHORISED SIGNATURE OF TENDERER AND AFFIDAVIT AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE AND AFFIDAVIT FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A6: Addenda / Notice(s) issued to bidders

We confirm that the following communications / addenda / notice(s) to bidders received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

| ADDENDUM No | DATE | SUBJECT MATTER OF ADDENDUM / NOTICE |
|----------------|------|-------------------------------------|
| | | |

Documentary evidence of addenda / notices issued to bidders indicating proof of receipt must accompany this Schedule.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

SCHEDULE A7: Critical risk assessment criteria applicable to this bid

The following critical criteria will be evaluated to establish the level of risk presented to the Purchaser by accepting this bid. ALL these criteria must be responded to by the bidder by providing the information as stipulated below. Failure to provide the required information to the satisfaction of the Purchaser will lead to the bid passed over for award, irrespective of its ranking in the Price/Preference points order. All critical risk assessment criteria require a satisfactory evaluation result in order to pass the threshold of acceptable risk for the Purchaser.

Please Note: If required information as stipulated below is not provided with the bid submission, the bid will be disqualified.

ALSO NOTE: All information provided will be subject to verification and inspection/s where necessary, and if the verification process does not substantiate the information provided, the bid will be passed over for award.

1. Attach details of your physical presence with offices and warehouse base from which auctions are conducted in the Cape Metro region, as stipulated in Items 1.2.1 and 1.2.2 of the Scope of Goods and Services. The auction warehouse base must be at least 5000m² to cater for simultaneous storage of vehicles for multiple monthly auctions and not situated more than 20 kilometres from GMT Maitland offices. The premises must be a covered warehouse, fully secured from theft and losses and under 24 hour camera surveillance with access control. Full details including photographic documentation of such must be attached as a separate document marked **Annexure 1** to this schedule.
2. Attach a detailed organogram of the management and operational structure you intend to mobilize on a substantially full time basis on this contract. The organogram must show how the operational functions relate to individuals/divisions in the company. Details must be attached as a separate document marked **Annexure 2** to this schedule.
3. Documentary proof of the tendering entity's experience with online vehicle or transport related auctions for a minimum of 3 years, as required in terms of Items 1.3.1 and 1.3.2 of the Scope of Goods and Services, attached as a separate document marked **Annexure 3** to this schedule.
4. Provide examples of additional advertising aids such as handbills, posters, flyers, street-pole posters, marketing on social platforms and additional newspaper ads in local and/or national newspapers, from auctions previously undertaken, attached as a separate document marked **Annexure 4** to this schedule.
5. Include/attach/reference a web link with temporary "guest" access (user name and password) to be able to view and evaluate a sample of an existing web catalogue, as per Item 1.7.7 of the Scope of Goods and Services, details described in an attached separate document marked **Annexure 5** to this schedule.
6. Proof of comprehensive insurance cover (or proof of the capability to obtain same) of at least R20m (twenty million rand) for assets stored at the auctioneer's premises. Details must be attached as a separate document marked **Annexure 6** to this schedule. PLEASE NOTE: The insurance cover is separate from, and required in addition to, the performance security surety (bond) for this contract.
7. Proof of an existing buyer database for vehicle or transport related online auctions, details must be attached as a separate document marked **Annexure 7** to this schedule.
8. Proof of an online (web based) auction system with proven capability, in existence for a minimum of 3 years. Provide a web link with temporary "guest" access (user name and password) to be able to view and evaluate the system with permissions to see the full details of e.g. management/sales reports as described in Item 1.17.2 of the Scope of Goods and Services. Details of the link, user name and password must be attached as a separate document marked **Annexure 8** to this schedule.
9. Provide a hardcopy of the conditions of sale, payment procedures and how to bid on auctions as per Item 1.19.1 of the Scope of Goods and Services. Details must be attached as a separate document marked **Annexure 9** to this schedule.
10. Proof of good financial standing confirmed by a recognised financial institution (bank) as required per Item 1.4.1 of the Scope of Goods and Services, document to this effect attached as **Annexure 10** to this

schedule. GMT will require a minimum surety payment of R20m (twenty million rand) as specified in the contractual requirements for performance security, and this confirmation letter is to confirm the Supplier's ability to raise such a surety.

11. Proof of registration (registration certificate) with, and letter of good standing from SAIA (South African Institute of Auctioneers), details must be attached as a separate document marked **Annexure 11** to this schedule.
12. Proof of registration of valuers in terms of the industry, details must be attached as a separate document marked **Annexure 12** to this schedule.
13. Attach at least 3 letters of positive recommendations to support proven capability, details must be attached as a separate document marked **Annexure 13** to this schedule.

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|---|
| <p style="text-align: center;">AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE</p> |
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WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

| PART B: Contract, Contract Form & Contract Data | |
|--|----------------|
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| Special Conditions of Contract (SCC) | Page 50 |
| WCBD7.1: Contract Form | |
| Schedule B1: Contract Form: Purchase of Goods and Services | Page 65 |
| Contract Form Part 1 (to be filled in by the Supplier) | Page 65 |
| Contract Form Part 2 (to be filled in by the Purchaser) | Page 66 |
| Contract Data | Page 69 |
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| Schedule B2: Contract Data Part Two: Data by Supplier | Page 71 |

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

**GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES
AND OTHER GOODS: 3 YEAR TERM CONTRACT**

General Conditions of Contract (GCC)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation(NIP) Programme
34. Prohibition of Restrictive Practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties’ are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
 - 1.21 “Purchaser” means the organization purchasing the goods.

- 1.22 “Republic” means the Republic of South Africa.
 - 1.23 “SCC” means the Special Conditions of Contract.
 - 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
 - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
 - 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
 - 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
 - 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
 - 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the inspector with the invoices accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| 22. Penalties | <p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed</p> |

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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| 23. Termination for default | 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: |
| | (a) | if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; |
| | (b) | if the Supplier fails to perform any other obligation(s) under the contract; or |
| | (c) | if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| | 23.2 | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| 24. Anti-dumping and countervailing duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| 25. Force Majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |

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| 27. Settlement of Disputes | <p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 20px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 20px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of Liability | <p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 20px;">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p style="padding-left: 20px;">(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 29. Governing language | <p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |
| 32. Taxes and duties | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> |
| 33. National Industrial Participation Programme (NIPP) | <p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p> |
| 34. Prohibition of Restrictive practices | <p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of</p> |

firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) which are applicable to this tender are contained in clauses SCC1 and SCC2, inclusive of all their respective sub-clauses, as stipulated hereunder. In the event of conflict or contradiction between the SCC and the General Conditions of Contract (GCC), the stipulations in the SCC shall prevail.

SCC1 General

SCC1.1 Additional definition of terms

In these Special Conditions of Contract all defined terms have capital initials and the following terms have the following meanings:

- (a) "supplier" and "service provider" as referred to in the GCC means the Supplier;
- (b) "purchaser" as referred to in the GCC means the Purchaser;
- (c) "Order" as referred to in the GCC means Purchase Order, and the terms are used interchangeably.

SCC1.2 The Purchaser and the Supplier are the persons or entities **identified in the Contract Data, in Part 1 and 2 respectively**.

SCC1.3 The Purchaser's Agent is the person or entity **identified in the Contract Data**, or notified to the Supplier in accordance with this contract.

SCC1.4 The Contract Type defines the nature of this contracting arrangement and can be exclusively **one** of the following **as stated in the Contract Data**:

- (a) Sole Contract, which means a contract utilised to procure Goods and Services as a once-off, non-recurring delivery or pre-programmed multiple deliveries, or
- (b) Term Contract, which means the Supplier is appointed for a fixed term (called a Service Period) to provide Goods and Services over that period on an "as and when required" basis as instructed by means of a Purchase Order, or
- (c) Framework Contract, which is the same as a Term Contract above but which makes provision for more than one Supplier to be appointed under the same contract.

SCC2 Special Conditions of Contract for providing the Goods and Services

SCC2.1 GENERAL

SCC2.1.1 Actions and good faith

The Purchaser and Supplier shall act as described in this contract, and the Purchaser and Supplier shall act in a spirit of mutual trust and co-operation.

SCC2.1.2 Additional defined terms for the Goods and Services

- (a) The Parties are the Purchaser and the Supplier.
- (b) Contract Data contains variables and information giving effect to or customising certain clauses in the SCC, and is in a section called "Contract Data" in this bid document.
- (c) The Scope of Goods and Services contains the information necessary to provide the Goods and Services under this contract, and is in a section called the "Scope of Goods and Services" in a location **as stated in the Contract Data** or as an instruction given in accordance with this contract.
- (d) The Supplier's Cost is the amount payable by the Supplier (excluding any recoverable tax by the Supplier) for people (labour), subcontractors, materials, supplies, services, charges, transport and equipment used. It is a requirement

of this contract that Supplier's Cost is always substantiated with documentary proof to the satisfaction of the Purchaser. The Purchaser reserves the right to request more than one quotation for item/s comprising the Supplier's Cost.

- (e) A Defect is a part of the Goods and Services which is not in accordance with the Scope of Goods and Services.
- (f) The Prices are the amounts stated in the price column of the Price Schedule and are either lump sums or are calculated by multiplying the quantity by the rate, as applicable.
- (g) Contract Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for the contract as a whole, including correction of Defects as required by this contract. Contract Completion only applies to Sole Contracts.
- (h) The Contract Completion Date is the date **as stated in the Contract Data** upon which Contract Completion is set to be achieved, subject to revision in accordance with this contract.
- (i) Order Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for a Purchase Order, including correction of Defects as required by this contract. Order Completion only applies to Term Contracts and Framework Contracts.
- (j) An Order Completion Date is the date stipulated in a Purchase Order upon which Order Completion is set to be achieved, subject to revision in accordance with this contract.
- (k) The Contract Date is the date that this contract is signed by the Purchaser and a letter of acceptance has been sent before the validity period has expired.
- (l) The Starting Date is the date **stated in the Contract Data** on which this contract becomes operational.
- (m) The Service Period for a Term Contract or Framework Contract is the period following the Starting Date as **stated in the Contract Data**, during which time this contract is in operation and after which the contract concludes/expires, unless extended in accordance with a provision for extension in this contract.

SCC2.1.3 Interpretation and the law

This contract is the entire agreement between the Parties.

SCC2.1.4 Communications

- (a) Any communication required by this contract will only have effect when it is received in writing at the last address notified by the recipient for receipt of communications. Email is an accepted form of written communication for this contract, but mobile phone text messaging in any form or format is not.
- (b) If this contract requires either Party to reply to a communication, they shall reply within the Period for Reply **as stated in the Contract Data**, unless otherwise stated in this contract.

SCC2.1.5 The Purchaser's authority and delegation, and the Purchaser's Agent

- (a) The Purchaser may give an instruction to the Supplier which changes the Scope of Goods and Services, in accordance with the stipulations for Change Events in this contract.
- (b) The Purchaser may instruct a change to the Contract Completion Date or Order Completion Date after consultation with the Supplier, in accordance with the stipulations for Change Events in this contract.
- (c) The Purchaser's acceptance of a communication from the Supplier does not change the Supplier's obligation to provide the Goods and Services in accordance with this contract.
- (d) The Purchaser may, after notifying the Supplier, delegate any of the Purchaser's actions and may cancel any delegation. Any reference to an action of the Purchaser in this contract also includes an action by the delegate.
- (e) The Purchaser will appoint a Purchaser's Agent, who acts on behalf of the Purchaser with the authority **as stated in the Contract Data**. If the Purchaser's

Agent is not identified in this contract, the Purchaser will appoint one and shall notify the Supplier of their name. The Purchaser may replace the Purchaser's Agent and shall notify the Supplier of the name of the replacement.

- (f) If this contract is a Term Contract or Framework Contract and where another entity has been granted participation in this contract and has been given the authority to issue Purchase Orders in accordance with this contract, that entity becomes the Purchaser for that Purchase Order with all the rights and obligations of the Purchaser as stated in this contract. The names of the Purchaser and the Purchaser's Agent shall be stated in the Purchase Order.

SCC2.1.6 Access to and the provision of services

- (a) The Purchaser shall facilitate and allow access to and use of its premises to the Supplier as is required for the provision of the Goods and Services in this contract.
- (b) The Purchaser shall provide the necessary services and other things as stipulated in the Scope of Goods and Services.

SCC2.1.7 Early warning

- (a) The Supplier and Purchaser shall give early warning by notifying the other as soon as either becomes aware of anything which could increase the cost of the Goods and Services, or which could delay the Contract Completion Date or Order Completion Date (whichever applicable), or which could negatively impact the performance of the Supplier in providing the Goods and Services. Early warning for anything for which a change event has already been notified, is not required.
- (b) The Supplier and Purchaser shall co-operate in a process of making and considering proposals to mitigate or avoid the effects of a matter for which an early warning was notified. Actions to be taken shall be recorded in writing.

SCC2.1.8 Applicable law (As referred from GCC Clause 30.1)

Any other applicable law is **as stated in the Contract Data**.

SCC2.1.9 Acts or omissions by mandataries

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Supplier hereby agrees that the Purchaser is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Supplier and its employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Purchaser and the Supplier contemplated in section 37(2).

SCC2.1.10 Maintenance of mandatory registrations

The Supplier shall ensure that its registration as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained as active and compliant in all respects, for a Sole Contract until the later of the Contract Completion Date an associated Retention Period, and for a Term Contract or Framework Contract until the later of the end of the Service Period and the date of the last Order Completion or associated Retention Period.

SCC2.1.11 No gifts/tokens/invitations from the Supplier to Purchaser's officials/representatives

Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from suppliers, contractors and service providers, officials of the Purchaser are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the Supplier shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official or representative in the Purchaser's service, before, during or after completion of this contract.

SCC2.2 THE SUPPLIER'S MAIN RESPONSIBILITIES

SCC2.2.1 Providing the Goods and Services

- (a) The Supplier shall provide the Goods and Services in accordance with the Scope of Goods and Services.
- (b) If the Supplier makes use of subcontractors, the Supplier shall remain responsible to provide the Goods and Services as if the Supplier did not subcontract and the contract applies as if the subcontractor's employees and resources were the Supplier's own employees and resources.
- (c) The Purchaser may, after having stated reasons, instruct the Supplier to remove an employee or a subcontractor from the contract. The Supplier shall then arrange that the employee or subcontractor will have no further connection with this contract within one day after the instruction.
- (d) The Supplier shall provide access for the Purchaser and others as notified by the Purchaser, to Goods stored and Services executed for this contract.
- (e) The Supplier shall obey all instructions given by the Purchaser and which are in accordance with this contract.
- (f) The Supplier shall obtain all permissions, permits and other things necessary from the appropriate institutions and sources before transporting Goods to the place of delivery or executing Services as stated in the Scope of Goods and Services or in a Purchase Order.
- (g) The Supplier shall act in accordance with all health and safety requirements stated in the Scope of Goods and Services.

SCC2.2.2 Purchase Orders (pursuant to GCC Clause 1.19)

- (a) During the Service Period the Purchaser may issue a proposed Purchase Order to the Supplier. The Supplier shall price each proposed Purchase Order using the rates and prices from the Price Schedule and shall submit it with an Order programme for delivery and/or execution of the Services, to the Purchaser for evaluation and approval. Prices for items or work not included in the Price Schedule are evaluated as change events. The Purchaser may consult the Supplier about the contents of a Purchase Order before the Purchaser approves and issues it.
- (b) A Purchase Order includes the following:
 - A detailed description of the scope of Goods and Services to be provided in the Order;
 - A priced and totalled list of the items of Goods, Services or work in the Order;
 - The starting and completion dates for the Order, and
 - The amount of penalties payable for late fulfilment or completion of the Order, if different from the provisions made in the GCC.
- (c) The Supplier shall not start executing a Purchase Order until the Purchaser has approved the priced Order and instructed the Supplier to execute the Order.
- (d) A Purchase Order shall not be issued after the end of the Service Period.
- (e) Pricing for items of Goods or Services required by the Purchase Order which are not included in the Price Schedule, are change events.

SCC2.3 TIME AND TIME RELATED MATTERS

SCC2.3.1 Starting, delivery, completion and the Service Period

The Supplier shall start work only from the Starting Date and shall deliver the Goods and provide the Services under this contract until the date of Contract Completion or until the later of the end of the Service Period and the date of the latest Order Completion, as applicable to the Contract Type.

- SCC2.3.2 Instructions to stop providing the Goods and Services
- The Purchaser may issue an instruction to the Supplier to stop or not to start the provision of the Goods and Services, and may later instruct the Supplier to start or re-start it.
- SCC2.3.3 The programme
- The Supplier shall submit programmes where applicable for the provision of the Goods and Services to the Purchaser in accordance with the provisions in the Scope of Goods and Services.
- SCC2.3.4 Non-working days and the annual December/January holiday break
- (a) The annual holiday break is deemed to comprise an approximate 4 week period commencing in mid-December and ending in mid-January.
 - (b) Non-working days **stated in the Contract Data** are added to delays to the Contract Completion Date or Order Completion Date due to change events.
 - (c) Inclusion or exclusion of the annual December/January holiday break in determining and influencing the Contract Completion Date or an Order Completion Date is **as stated in the Contract Data**, omission of which means EXCLUSION by default.
 - (d) If the Contract Completion Date or an Order Completion Date is delayed until after the start of the holiday break, the full period of the holiday break is added in addition to delays to either date due to change events **only if** the annual holiday break was EXCLUDED when setting the Contract Completion Date or the Order Completion Date and the delay is not the Supplier's fault.
 - (e) If either Party issues a communication in terms of this contract to the other at any time during the holiday break, the Period for Reply is extended by the remainder of the period of the holiday break at the time of the communication.
- SCC2.3.5 Extension of the Service Period
- The Purchaser reserves the option to extend the Service Period for a Term Contract or Framework Contract as a once-off occurrence only. The Service Period is extended if extension is notified by the Purchaser to the Supplier before or on the last day of the current Service Period, and the period of extension of the Service Period does not exceed the allowed maximum **stated in the Contract Data**. Extension of the Service Period constitutes a contract amendment as stated in GCC Clause 18, which shall be effected within 4 weeks after notification of the extension by the Purchaser to the Supplier.

SCC2.4 QUALITY: TESTING, DEFECTS AND INSPECTIONS (Supplementary to GCC Clause 8)

- SCC2.4.1 Tests, inspections and notification of Defects
- The Purchaser and Supplier shall carry out tests and inspections as required by the Scope of Goods and Services. If a test reveals that any Goods or Services have a Defect, the Supplier shall correct the Defect and the test shall be repeated to prove the Defect correction. The Purchaser may notify a Defect at any time before the later of any of the following, as applicable to each Contract Type: (a) the date of Contract Completion, (b) the date of the latest Order Completion or (c) the end of a Retention Period or Warranty period associated with Contract Completion or Order Completion.
- SCC2.4.2 Correction of Defects
- (a) The Supplier shall correct a Defect when the Supplier becomes aware of it, irrespective of whether the Purchaser notifies him of it or not.
 - (b) The Supplier shall correct a notified Defect within the Defects Correction Period **stated in the Contract Data**. This period begins when the Purchaser has arranged the necessary access and other things required for the Supplier to correct the Defect.
- SCC2.4.3 Acceptance of Defects
- The Parties may each propose to the other that the Scope of Goods and Services should be changed so that a Defect does not have to be corrected. If the Parties are both prepared to consider the proposal, the Supplier shall submit a quotation for

reduced prices and an earlier Contract Completion Date or Order Completion Date to the Purchaser for approval. If the Purchaser approves the quotation, the Purchaser shall give an instruction to change the Scope of Goods and Services, the prices and the Contract Completion Date or Order Completion Date accordingly.

SCC2.4.4 **Uncorrected Defects**

If the Supplier has not corrected a notified Defect within the time stipulated by this contract, the Purchaser shall have the right (without prejudice to any other claims which the Purchaser may have against the Supplier under the contract) to assess the cost of having the Defect corrected by others and the Supplier shall pay for this cost.

SCC2.4.5 **Latent Defects**

The Supplier shall be liable to the Purchaser for latent defects in the Goods and Services for a period **as stated in the Contract Data**.

SCC2.5 **PAYMENT (As referred from GCC Clause 16)**

SCC2.5.1 The Supplier's pricing for this contract is in the location **stated in the Contract Data**.

SCC2.5.2 Calculation of the amount due for payment

- (a) The Supplier shall calculate the amount due and shall apply to the Purchaser for payment of the change in the amount due since the previous payment. The Supplier's application for payment shall include details of how the amount due has been assessed and calculated, and the Supplier shall provide record of cumulative payments during this contract with each application for payment.
- (b) The amount due includes:
 - the price for each lump sum item in the Price Schedule which the Supplier has completed,
 - where a quantity is stated for an item for which a rate is applied in the Price Schedule, the amount calculated by multiplying the rate by the quantity that the Supplier has completed,
 - any other amounts payable to the Supplier,
 - less any amounts retained from, or payable by, the Supplier.
- (c) For a Sole Contract, penalties as stated in the Contract Data for late Contract Completion shall be payable from the Contract Completion Date as stated in the Contract Data (subject to revision in accordance with the contract), to the date that Contract Completion is achieved. For a Term Contract or Framework Contract, penalties stated in a Purchase Order shall be payable from the Order Completion Date as stipulated in the Purchase Order (subject to revision in accordance with the contract), to the date that Order Completion is achieved.

SCC2.5.3 **Payment**

- (a) The Supplier shall prepare a tax invoice for the exact amount claimed. The Supplier shall submit the tax invoice and any relevant corresponding documentation to the Purchaser for payment.
- (b) The Purchaser shall assess the Supplier's tax invoice inclusive of all required supporting documentation within one week of receipt thereof. Incomplete and incorrect payment submissions are not processed for payment and the Supplier shall be notified to correct the payment submission within one week. Payment shall be made within thirty calendar days of receipt of a complete and correct Supplier's payment submission.
- (c) The following information **MUST** be referenced on all invoices submitted to the Purchaser for payment. Omitting any of these details shall be deemed as an incorrect invoice:
 - Purchaser's (Department) name and address.
 - Tender/contract number.
 - If applicable, the project title/description.
 - If applicable, Purchase Order number.

SCC2.5.4 Price adjustment for inflation (as referred from GCC Clause 17)

(a) The application or not of Price adjustment for inflation for this contract is **as stated in the Contract Data**.

(b) Statutory price increases

Statutory price increases as well as exemptions and constraints applicable to price adjustment for this contract are **as stated in the Contract Data**.

(c) Price adjustment factor (PAF)

- On each anniversary of the Contract Date, the Purchaser shall calculate a price adjustment factor equal to $(L - B) / B$, where L is the last published value of the index and B is the last value of the index published before the Contract Date. The index is the CPAP index ("Consumer Price Index: Index numbers and year on year rates", as published in the Statistical News Release, P0141 Table B) prepared by Statistics South Africa. (www.statssa.gov.za) The price adjustment factor is applied prior to adding VAT.
- If an index is changed after it has been used in calculating a price adjustment factor, the calculation shall be repeated and a correction included in the next calculation of the amount due.
- The price adjustment factor calculated at the end of the Service Period of this contract (as amended in accordance with the contract) is used for calculating price adjustment after this date.

(d) Price adjustment

For the rates and lump sums in the Price Schedule, each amount payable after the first anniversary shall include an amount for price adjustment which is calculated as follows:

- the sum of the change in the rates and lump sums included in the amount payable since the last assessment, multiplied by the price adjustment factor calculated at the last anniversary before the assessment,
- plus the amount for price adjustment included in the previous amount payable.

(e) Change events

The Supplier's Cost for change events is assessed using the Supplier's Cost current at the time of assessing the change event adjusted to the Contract Date by dividing by $(1 + \text{PAF})$, where PAF is the price adjustment factor calculated at the last anniversary.

SCC2.5.5 Foreign exchange price fluctuations (as referred from GCC Clause 17)

Where pricing of Goods and/or Services are identified in the Scope of Goods and Services or in the Pricing Data as subject to fluctuations in a foreign currency exchange rate ("forex"), price adjustment shall be made as follows:

(a) Forex price adjustment factor

When preparing a payment claim for Goods and/or Services subject to forex fluctuations, the Supplier shall calculate an exchange rate adjustment factor equal to (X / B) , where X is the actual currency exchange rate/s applied at the time of the international purchase, and B is the base currency exchange rate at the opening of currency trade markets in South Africa on the day of tender closing for this contract. The forex price adjustment factor is applied prior to adding VAT.

(b) Forex price adjustment

- For the rates and lump sums in the Price Schedule subject to forex fluctuations, each amount payable shall be calculated by multiplying the amount by the forex price adjustment factor.
- Forex price adjustment and price adjustment for inflation shall always be mutually exclusive. Rates and lump sums in the Price Schedule

which are subject to forex fluctuations shall never be subject to price escalation for inflation.

SCC2.5.6 Retention

- (a) For a Sole Contract a Retention amount **as stated in the Contract Data** is retained from the Supplier in the assessment of each amount payable until the date of Contract Completion. The amount retained is halved in the first assessment made after the date of Contract Completion and shall remain at this amount until the end of the Retention Period **as stated in the Contract Data**.
- (b) For a Term Contract or a Framework Contract a Retention amount **as stated in the Purchase Order** is retained from the Supplier in the assessment of each amount due until the date of Order Completion. The amount retained is halved in the first assessment made after the date of Order Completion and shall remain at this amount until the end of the Retention Period **as stated in the Purchase Order**.

SCC2.5.7 Payment by the Supplier of its subcontractors and suppliers

The Supplier shall pay a subcontractor or supplier for all subcontracted work or goods and services rendered to the Supplier which in terms of this contract have been certified and paid to the Supplier. The Supplier shall pay a subcontractor or supplier within 30 days of receipt of payment from the Purchaser or in accordance with the terms as stipulated in writing in a subcontracting or supply agreement, whichever is the earlier.

SCC2.6 CHANGE EVENTS

SCC2.6.1 Change events

Change events are events which have implications of cost and/or time and/or variation of the Goods and Services which are not made provision for by the stipulations in the Scope of Goods and Services or elsewhere in this contract. Change events do not require a contract amendment procedure as contemplated in GCC Clause 18, but are instead governed as stated in the clauses contained in SCC2.6. The following are change events:

- (1) The Purchaser instructs a change in the Scope of Goods and Services, unless the change is effected to make a Defect acceptable. Any change to the Scope of Goods and Services shall be limited to include only items logically related to, or associated with, those of the original Scope of Goods and Services contemplated by, and included in, this contract.
- (2) The Purchaser instructs a change to the Contract Completion Date or an Order Completion Date.
- (3) The Purchaser does not allow access to its premises or does not provide the services and things necessary which the Purchaser is to provide to the Supplier as stated in this contract.
- (4) The Purchaser gives an instruction to stop or not to start the provision of the Goods and/or Services.
- (5) The Purchaser does not reply to a communication within the Period for Reply required by this contract.
- (6) The Purchaser changes a decision which the Purchaser has previously communicated to the Supplier, which results in cost and/or time impacts on the provision of the Goods and/or Services.
- (7) The Purchaser instructs the Supplier to search for a Defect in the provided Goods and/or Services and no Defect is found.
- (8) The Purchaser notifies a correction to an assumption which the Purchaser has stated about a change event which results in cost and/or time impacts on the change event.
- (9) An event which stops the Supplier from providing the Goods and Services by the Contract Completion Date or by the Order Completion Date and which neither Party could prevent, and deemed at the time of quotation to have

such a small chance of occurring that it would have been unreasonable to have allowed for it.

- (10) A difference between the final quantity of any item of Goods and/or Services completed, and the quantity stated for that item in the contract or in a Purchase Order.
- (11) A loss or damage to Goods and Services completed which is not the fault or responsibility of the Supplier or could not have been prevented by any reasonable action of the Supplier.
- (12) An item of Goods or Services required which is not included in the Price Schedule.

SCC2.6.2 Notification of change events

- (a) The Supplier shall give notification to the Purchaser of an event which the Supplier believes has happened or which the Supplier believes will happen as a change event, unless the Purchaser has already notified the event to the Supplier. If the Supplier does not notify the change event within four weeks of becoming aware of it, the Supplier will forfeit any change in the prices and changes to the Contract Completion Date or an Order Completion Date, unless the event arises from an instruction by the Purchaser. The Supplier may include a quotation for the change event at the time of notification.
- (b) If the Purchaser decides that an event notified by the Supplier is as result of a fault of the Supplier, or has not happened and is not expected to happen, or has no effect on the Supplier's Cost and/or completion time or is not one of the change events stated in this contract, the Purchaser shall notify the Supplier of the decision that the prices, and the Contract Completion Date or Order Completion Date are not to be changed.
- (c) If the Purchaser decides otherwise, then within one week of receiving the Supplier's notification, the Purchaser shall acknowledge receipt of the notification. At the same time, the Purchaser shall instruct the Supplier to submit a quotation for the event, unless a quotation was included in the notification or if a revised quotation is required.
- (d) If the Purchaser decides that the Supplier did not give early warning of the event which the Supplier reasonably could have given, the Purchaser shall notify the decision at the time when acknowledging receipt of the Supplier's notification and instructing the Supplier to submit a quotation.
- (e) Change events cannot be notified after the later of the date of Contract Completion and the end of the Retention Period stated for the contract. For a Purchase Order, change events cannot be notified after the later of the date of Order Completion and the end of the Retention Period stated in the Purchase Order.

SCC2.6.3 Quotations for change events

- (a) A quotation for a change event comprises two distinct components: (1) proposed changes to the prices or rates, and (2) any delay in stipulated completion times for providing the Goods and/or Services. The Supplier shall include details of the assessment and calculations with each quotation and shall submit the quotation to the Purchaser within one week after receiving instruction from the Purchaser to do so, or within two weeks of the date of notification of the change event if no such instruction is received.
- (b) The Purchaser may also instruct the Supplier to submit a quotation for a proposed instruction or a proposed changed decision (a "Proposal"). A quotation for a Proposal is not put into effect by the Supplier unless explicit instruction to do so is given by the Purchaser.
- (c) The Purchaser shall reply within one week of receipt of the Supplier's quotation submission. For a Proposal the Purchaser's reply is one of the following: (1) that the Proposal will not be effected (the default if no reply is given) or (2) a notification that the Proposal including quotation is approved and will be effected or (3) a notification that the Proposal is acceptable in principle but the Purchaser does not agree with the quotation. For all other change events

the Purchaser's reply is either approval of the quotation or a notification that the Purchaser does not agree with the quotation (no default if no reply is given).

- (d) If the Purchaser does not agree with the quotation, the Supplier may submit a revised quotation within one week of receipt of the Purchaser's reply. If no revised quotation is received or if the Purchaser does not agree with the revised quotation, the Purchaser may perform an own evaluation and shall notify the Supplier of it.

SCC2.6.4 Evaluation/assessment of change events

- (a) If a change event only affects the quantities of Goods and/or Services in the Price Schedule, the changes to the prices are calculated by multiplying the changed quantities by the appropriate rates in the Pricing Schedule.
- (b) For all other change events the changes to the prices are calculated based on the Supplier's Cost, forecasted if not already incurred or actual if already incurred. The Supplier's Cost is broken down and shown separately for labour (people), materials, equipment used, subcontracted work and transport, excluding any overheads and profit. The mark-up percentage for overheads and profit **as stated in the Contract Data** is applied to the calculated effect of the event, excluding any taxes such as Value added Tax (VAT) and taxes for import, export and customs clearance.
- (c) The effects of change events on the Supplier's Cost are calculated at open market or competitively tendered prices where all recoverable discounts, rebates and taxes have been deducted. The cost of events that the Supplier is required to be insured for by this contract as well as any costs paid to the Supplier by an insurer for the event are deducted from the Supplier's Cost.
- (d) The delay to the Contract Completion Date or an Order Completion Date is calculated as the length of time that the applicable Completion Date is forecasted to be delayed by the change event.
- (e) Prices and rates for work not included in the Price Schedule and approved by the Purchaser are added to the Price Schedule as lump sums or rates, as appropriate, and are used from there on forward for pricing subsequent Purchase Orders.

SCC2.6.5 Cost of preparation of quotations for change events

All costs associated with the preparation of quotations for change events for this contract are the Supplier's risk and are not reimbursable by the Purchaser.

SCC2.7 TITLE, AND THE USE OF EQUIPMENT AND OTHER THINGS

SCC2.7.1 The Purchaser's title to, and marking of, Goods

Irrespective of the type of title the Supplier has to any Goods delivered as specified in the Scope of Goods and Services, title shall pass to the Purchaser upon delivery. The Supplier shall mark all the Goods for payment by the Purchaser before delivery in accordance with the stipulations in the Scope of Goods and Services.

SCC2.7.2 Intellectual property rights

- (a) The ownership of and all rights in and to intellectual property owned by either Party prior to the commencement of this contract shall be and remain vested with the Party who as at the commencement of this contract is the owner thereof.
- (b) The Supplier shall have no claim or be entitled to any copyright or other intellectual property that arises as deliverables or otherwise out of the execution of this contract, ownership of which shall at all times vest in the Purchaser. The Supplier may not reproduce or use the copyright or any intellectual property unless with the prior written permission of the Purchaser.
- (c) The Supplier hereby warrants that it either owns or obtained the right to use all intellectual property in all material used by it in the course of providing the Goods and/or Services in terms of this contract.

- (d) The Supplier hereby indemnifies the Purchaser from and against any claim that any material used by it, in the course of providing the Goods and/or Services in terms of this contract, infringes any third party's intellectual property rights.

SCC2.7.3 The Parties' use of equipment and other things

- (a) The Supplier has the right to use equipment and other things provided by the Purchaser only to provide the Goods and Services.
- (b) The Supplier shall return to the Purchaser all equipment and other surplus things provided by the Purchaser, provide items of equipment and provide the information and other things for the Purchaser's use as stated in the Scope of Goods and Services, for a Sole Contract before the date of Contract Completion and for a Term Contract or Framework Contract before the earlier of the date of Order Completion and the end of the Service Period, as applicable.

SCC2.7.4 Keeping a site attendance register

If the Supplier operates a site on the Purchaser's premises as part of providing the Goods and Services, the Supplier shall keep a site attendance register detailing the identity of, sign-in and sign-out by its employees and visitors to the site or location where the Goods and Services are provided, details of which shall be made available to the Purchaser upon request.

SCC2.8 RISK, INDEMNITY, AND INSURANCE

SCC2.8.1 Purchaser's risks

The following are Purchaser's risks:

- (a) Claims, proceedings, compensation and costs payable which are due to negligence, breach of statutory duty or interference with any legal right by the Purchaser or any person employed by the Purchaser (with the exception of the Supplier), or a fault of the Purchaser.
- (b) Loss of or damage to the Goods and/or Services after delivery/completion except loss or damage occurring before the date of Contract Completion or the later of the end of the Service Period and the latest date for Order Completion as applicable, which is due to (1) a Defect which existed at delivery or completion, or (2) an event which is not a Purchaser's risk or (3) activities of the Supplier after delivery/completion.
- (c) Loss of or damage to the Goods and Services retained by the Purchaser after delivery/completion upon contract termination except loss or damage due to the activities of the Supplier after delivery/completion following the termination.

SCC2.8.2 Supplier's risks

For the duration of the contract until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, all risks which are not stated in this contract as carried by the Purchaser shall be carried by the Supplier.

SCC2.8.3 Insurance cover and insurance policies (as referred from GCC Clause 11.1)

- (a) The Supplier shall provide insurance cover against loss of or damage to the Goods and Services, materials, equipment and against any other risks carried by the Supplier from the Starting Date until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, for the amount deemed sufficient by the Supplier to cover the total of the Supplier's risk or for the minimum amount of cover **stated in the Contract Data**.
- (b) Insurance cover shall include a Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
- (c) When requested by the Purchaser, the Supplier shall provide certificate/s from its insurer or broker confirming that the insurances required by this contract are in force.

SCC2.8.4 Performance security (As referred from GCC Clause 7)

- (a) If so **stated in the Contract Data**, the Supplier shall provide the Purchaser with performance security for the amount **stated in the Contract Data** and in the form set out in the Scope of Goods and Services.
- (b) Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Financial service providers other than registered banks and insurers are not acceptable as guarantors.
- (c) No alterations or amendments of the wording of the form of the performance security form will be accepted.
- (d) Alternatively, a cash deposit or electronic money transfer for the same amount into the bank account of the Purchaser, is also acceptable as performance security.

SCC2.9 MEDIATION PROCEEDINGS, TERMINATION AND CANCELLATION OF PURCHASE ORDERS

SCC2.9.1 Mediation proceedings (as referred from GCC Clause 27.4)

If any dispute has not been resolved by negotiation, the Parties shall submit the dispute to mediation administered by the Arbitration Foundation of Southern Africa (AFSA) (Cape Region), (<http://www.arbitration.co.za>, Tel +27 21 426 5006), upon the terms set by the AFSA Secretariat. Mediation shall be conducted in Cape Town in the governing language of this contract, which is English.

SCC2.9.2 Termination for reasons other than Supplier's default or insolvency (GCC Clauses 23 and 26)

If either Party wishes to terminate the Supplier's obligation to supply the Goods and Services in terms of this contract, he notifies the intention to terminate together with a valid reason for terminating to the other Party. Unless the Parties can agree otherwise, termination is effected by the Purchaser issuing a termination certificate to the Supplier if the reason complies with this contract.

(a) Additional reasons for termination

The following are the only valid reasons for termination of this contract, in addition to the reasons of Supplier's default or insolvency as contemplated in GCC Clauses 23 and 26:

- (i) The Supplier may terminate if the Purchaser has not made a payment within 12 weeks of receipt of a complete and correct payment submission from the Supplier;
- (ii) The Purchaser may terminate for any other reason.

(b) Procedures on termination

- (i) On termination, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser.

(c) Payment on termination

The amount payable on termination includes the following:

- (i) The amount payable assessed as for normal payments,
- (ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier, where applicable,
- (iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery, and
- (iv) for a Sole Contract, if the Purchaser terminates for reason (a)(ii) above, 5% of the Prices of any remaining Goods and Services deliverable under the contract, had there been no termination.

SCC2.9.3 Cancellation of Purchase Orders (Term Contract and Framework Contract only)

The Purchaser may cancel a Purchase Order at his sole discretion.

- (a) Procedures on cancellation of a Purchase Order
 - (i) On cancellation of a Purchase Order, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser in terms of the Purchase Order.
- (b) Payment on cancellation of a Purchase Order

The amount payable on cancellation of a Purchase Order shall be limited to the following:

 - (i) The amount payable assessed as for normal payments under the Purchase Order,
 - (ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier where applicable, and
 - (iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery.

SCC2.10 FRAMEWORK CONTRACT (Only applicable if Contract Type is Framework Contract)

SCC2.10.1 Object and operation of the Framework

- (a) The object of this Framework is to enable the Purchaser to invite tenders and to appoint more than one Supplier to carry out work over the Service Period on an "as instructed" basis within its defined scope, based on the pricing information provided by the Supplier in the Pricing Schedule of this document. The goal of this approach is to speed up and streamline procurement of the Goods and/or Services required by the Purchaser from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.
- (b) The Purchaser is not obligated and does not guarantee that the Supplier will be issued with a minimum number of Purchase Orders instructing the provision of Goods and/or Services during the Service Period.
- (c) The Purchaser issues Purchase Orders for the provision of Goods and/or Services during the Service Period of the contract based on best value and best serving the strategic objectives of the Purchaser.

SCC2.10.2 Management of the Framework

- (c) A Framework Core Management Group (the "Group") of people may be established by the Purchaser. The Group is responsible for operating and maintaining the Framework relationship to facilitate continuity, effectiveness and communication.
- (d) The Group consists of nominated representatives of the Purchaser and the Supplier. The Supplier shall nominate 2 (two) representatives on the appropriate returnable Schedule ("Supplier's Nominees for Framework Core Management Group") in this document. Up to 4 (four) Purchaser's representatives can be nominated at the Group's establishment meeting. Both the Purchaser and the Supplier are free to replace their representatives at any time and for any reason during the Service Period, by notifying the other of the names of the replacements. If the Purchaser is not satisfied with a nominated representative of the Supplier, the Purchaser shall give the reasons and instruction to the Supplier to replace the representative. The Supplier shall replace the representative unless the reasons given by the Purchaser are illegal or impossible to comply with.
- (e) The Group meets through meetings scheduled by the Purchaser when the Purchaser deems necessary. In the event of problems or obstacles in the way of satisfactory operation of the Framework, an ad hoc meeting of the Group may be called by either the Purchaser or the Supplier. The Purchaser is responsible to take minutes of all meetings, which are distributed to all Group

members within two weeks after the meeting. Expenditure to attend meetings of the Group is not a cost-reimbursable item for the Supplier.

SCC2.10.3 Adding Suppliers to the Framework

(a) Annual and ad hoc review of the Framework and addition of Suppliers

Within the period of 4 weeks before and after each Framework Contract anniversary date until the end of the Service Period or if circumstances of insufficient Supplier availability arise or prevail at any other time during the Service Period which are deemed by the Purchaser to threaten or impair the effective and efficient operation of the Framework in the fulfilment of the strategic objectives of the Purchaser, the Purchaser shall review and evaluate the Framework per geographic region or location as applicable. Where circumstances of insufficient Supplier availability are indicated, the Purchaser may exercise the option to add Suppliers to the Framework, subject to the following conditions:

- (ii) The Framework's pricing is such that all Suppliers are remunerated in accordance with a Price Schedule comprising uniform rates and prices which are the same for all, or failing which competitive pricing and value for money compared to that of other existing Suppliers be clearly demonstrated and documented;
- (iii) All added Suppliers shall be contracted under the exact same conditions of contract as the other existing Suppliers and are remunerated in accordance with the same Framework Price Schedule.
- (iv) Where existing suitable Framework Suppliers appointed under this contract but in other geographical regions or locations can be identified, preference be given to such Suppliers to be added to the region or location where the Goods and/or Services are required;
- (v) Where no suitable existing Framework Suppliers can be identified to be added to a particular region or location, the Purchaser may approach other service providers not contracted under this Framework but who are suitable to be added to the Framework, in that region or location.

(b) The procedure to be followed for adding Suppliers to the Framework is as follows:

- (i) For existing Framework Suppliers, a contract amendment as per GCC Clause 18, which shall be effected by mutual agreement between the Purchaser and Supplier, reduced to writing in an addendum signed by both Parties and added to the Supplier's existing Framework Contract;
- (ii) For service providers not contracted under the Framework, secondary open procurement and competitive negotiations in compliance with all applicable Government procurement prescripts including a secondary risk assessment procedure to evaluate inter alia current commitments, previous performance and other risk factors. Successful bidder/s to be appointed with a notification of appointment issued by the Purchaser and signature by both Parties of this Framework Contract document, effective for the remainder of the Service Period.

SCC2.10.4 The Selection Procedure

The Purchaser shall select a Supplier appointed under the Framework to submit a quotation for a proposed Purchase Order according to these criteria and terms:

(a) Eligibility of a Supplier for selection

A Supplier is eligible for selection by the Purchaser to submit a quotation for a proposed Purchase Order if (1) the Goods and/or Services required are within the scope of the Supplier's offer in terms of this contract, and (2) the Supplier has a business presence in the geographical location where the Goods and Services are required, and (3) the Supplier is not currently engaged in the execution of another Purchase Order under this Framework, the workload of which is deemed by either the Purchaser or the Supplier likely to impair the Supplier's ability to undertake and complete the proposed Purchase Order effectively, and (4) the Supplier does not have a record of unsatisfactory performance during execution of previous Purchase Orders under this

Framework, and if the Supplier has, then only if the Purchaser is satisfied with remedial measures instituted by the Supplier to prevent a recurrence of such unsatisfactory performance for future Purchase Orders.

- (b) Selection of a Supplier in the Framework
 - (i) If the Purchaser seeks quotations for proposed Purchase Orders under the Framework, the Purchaser (1) selects a Supplier who is eligible for selection and (2) if more than one Supplier is eligible for selection, the Purchaser rotates its selection of Suppliers sequentially to spread Orders fairly between eligible Suppliers as far as it is practically possible, within the limits of the Purchaser's strategic business objectives.
 - (ii) The Purchaser also has the option to invite a secondary competitive process by selecting all eligible Suppliers to submit a competitive quotation, where the Supplier offering the lowest price within the context of acceptable risk, is selected. A reason for exercising this option may be when quotations are sought for significant quantities of Goods and/or Services for which no prices or rates are available in the Price Schedule. Selection of a Supplier is effected when a written issue of instruction to submit a quotation for a proposed Purchase Order is received by the Supplier.

SCC2.10.5 The Quotation Procedure

The Supplier provides a quotation to the Purchaser for a proposed Purchase Order according to these criteria and terms:

- (a) The Purchaser shall give written instruction to the Supplier to submit a quotation for a proposed Purchase Order, by issuing a Purchase Order form in either hardcopy or digital format to the Supplier. The Purchase Order form documentation shall contain all the relevant forms, the scope of work and related information describing and defining the Goods and/or Services to be delivered/completed. If the quotation is simultaneously competing with quotations from other selected Suppliers under this Framework, the Supplier is so notified.
- (b) The Supplier shall give written acknowledgement of receipt of the Purchase Order form. The Supplier shall prepare the quotation for the Purchase Order based on the pricing in the Price Schedule for this contract. The Supplier's rates and prices in the Price Schedule are binding and apply as the maximum allowable rates and prices quoted for any Purchase Order under this Framework. If a quotation is competing with quotations from other selected Suppliers under the Framework, the Supplier may reduce any of the rates or prices in the Pricing Schedule in order to improve the competitiveness of the quotation. Rates and prices may never be exceeded, except for the provisions of price escalation for inflation, if applicable.
- (c) Quotation for items for which there are no prices available in the Price Schedule are subject to assessment by the Purchaser and negotiation where applicable, and the Purchaser reserves the right to treat new items in the same way as change events.
- (d) The Supplier shall submit its quotation by returning the Purchase Order documentation together with any other required documentation or information to the Purchaser in compliance with the instructions given by the Purchaser, on or before the stated date and time. Late or incomplete submissions may be rejected.
- (e) The Purchaser shall give reply to the Supplier. The reply can be (1) acceptance and approval of the quotation and instruction to provide the Goods and/or Services for the Purchase Order, or (2) a notification that the Purchaser does not accept the quotation and the Purchase Order will not be effected, or (3) a notification that the Supplier's submission is acceptable in principle but the Purchaser does not agree with the quotation and further refinement of pricing and/or detailing must be concluded to the Purchaser's satisfaction before the quotation will be approved.

WESTERN CAPE GOVERNMENT**MOBILITY DEPARTMENT****GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES
AND OTHER GOODS: 3 YEAR TERM CONTRACT****WCBD7.1: Contract Form****SCHEDULE B1: Contract Form: Purchase of Goods and Services****Part 1 (to be filled in by the Supplier ONLY UPON AWARD OF THE CONTRACT)**

The Purchaser, identified in the Part 2 signature block, has solicited offers to enter into a contract for the procurement of: **Bid No: MT05/2024: GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT**

The bidder, identified in the Part 1 signature block, hereby agrees to supply all or any of the goods and services described in the attached bidding documents to the Purchaser in accordance with the requirements and specifications stipulated in the bid documents at the price/s quoted. The offer/s remain binding upon the bidder and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing time of bid.

The bidder confirms that he has satisfied himself as to the correctness and validity of this bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all the obligations and accepts that any mistakes regarding price(s) and rate(s) and calculations will be at own risk. The bidder further declares that he has no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

By the representative of the bidder, deemed to be duly authorised signing this part of this Contract Form, the bidder offers to perform all of the obligations and liabilities of the Supplier 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 this contract.

This offer may be accepted by the Purchaser by signing Part 2 of this Contract Form and returning one copy of this document to the bidder before the end of the period of validity stated in the document, whereupon the bidder becomes the party named as the Supplier in this contract.

For the bidder:

**AUTHORISED SIGNATURE OF BIDDER AS PER
SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS CONTRACT FORM**

Bidder MUST complete the following:

CSD* Reg No.....

B-BBEE Status Level.....

*Central Supplier database

Name of organisation **as per Schedule A1**

Name and capacity of signatory **as per Schedule A1**

Address of organisation **as per Schedule A1**

Part 2 (to be filled in by the Purchaser)

By signing this part of this Contract Form, the Purchaser identified below accepts the bidder's offer. In consideration thereof, the Purchaser shall pay the service provider the amount due in accordance with this contract. Acceptance of the bidder's offer shall form an Agreement between the Purchaser and the bidder upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the document and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations included and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the Starting Date as stated in the Contract Data.

For the Purchaser: **WESTERN CAPE GOVERNMENT**
GOVERNMENT MOTOR TRANSPORT (GMT)
 SCM: Tender Office
 27 Wale Street
 CAPE TOWN
 8001

| |
|-------------------------------|
| |
| SIGNATURE OF PURCHASER |

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....

.....

2 Subject:

Details:

.....

.....

3 Subject:

Details:

.....

.....

4 Subject:

Details:

.....

.....

5 Subject:

Details:

.....

.....

By the duly authorized representatives signing this Agreement, the Purchaser and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the GCC and SCC and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the Parties arising from this Agreement.

For the Bidder:

| |
|---|
| |
| AUTHORISED SIGNATURE OF BIDDER (Only required if the Schedule of Deviations contains entries) |

Name:

Capacity:

Name and signature of witness:

.....

Date:

For the Purchaser:

WESTERN CAPE GOVERNMENT
GOVERNMENT MOTOR TRANSPORT (GMT)
 SCM: Tender Office
 27 Wale Street
 CAPE TOWN
 8001

| |
|---|
| |
| SIGNATURE OF Purchaser (Only required if the Schedule of Deviations contains entries) |

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the bidder to this schedule: (If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Contract Data

Contract Data Part One

Data provided by the Purchaser

| SCC Clause | Contract Data |
|--------------|--|
| SCC1.2 | The Purchaser is GOVERNMENT MOTOR TRANSPORT (GMT) |
| SCC1.3 | <p>The Purchaser's Agent is</p> <p>Name: Riaan Fourie: DD: Fleet Operations</p> <p>Address: 3 Rusper Street MAITLAND 7405</p> <p>Phone: 021 467 4747</p> <p>Email: Riaan.Fourie@westerncape.gov.za</p> |
| SCC1.4 | The Contract Type is Term Contract . |
| SCC2.1.2 (c) | The Scope of Goods and Services is in the section called "Scope of Goods and Services" in this document. |
| SCC2.1.2 (l) | The Starting Date is the date of receipt by the Supplier of the letter of notification of appointment of the Supplier by the Purchaser. |
| SCC2.1.2 (m) | The Service Period is a period of 36 months following the Starting Date (applicable to Term Contracts and Framework Contracts only). |
| SCC2.1.4 (b) | The Period for Reply is one week . |
| SCC2.1.5 (e) | The Purchaser's Agent act shall act with full authority on the Purchaser's behalf in the execution and administration of this contract. |
| SCC2.1.8 | There are no other applicable law other than the laws of the Republic of South Africa |
| SCC2.3.4 (b) | Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Contract Completion Date or an Order Completion Date due to change events. |

| SCC Clause | Contract Data |
|--------------|--|
| SCC2.3.4 (c) | The full period of the annual holiday break of approximately 4 weeks in December/January for the contract term is INCLUDED in the Contract Completion Date or an Order Completion Date and will NOT be added to any other delays due to change events, unless otherwise stated in a Purchase Order. |
| SCC2.3.5 | The allowed maximum period of extension of the Service Period for this contract is 36 months . |
| SCC2.4.2 (b) | The Defects Correction Period for this contract is two weeks . |
| SCC2.4.5 | The Latent Defects Period for this contract is 5 years after the date of Contract Completion or the date of an Order Completion, as applicable. |
| SCC2.5.4 (a) | There will be no price adjustment for inflation for this contract. |
| SCC2.8.3 (a) | The minimum amount of insurance cover required for this contract is R25 000 000 (twenty five million rand) . |
| SCC2.8.4 (a) | Performance security for the amount of R15m (fifteen million rand) exclusive of VAT will be required prior to commencement of the first auction, and will be released upon conclusion of the contract. |

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Contract Data

Contract Data Part Two

SCHEDULE B2: Data provided by the Supplier

| SCC Clause | Contract Data |
|--------------|---|
| SCC2.1.2 (b) | <p>The name and address of the Supplier is</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone:</p> <p>Email address:</p> |
| SCC2.5.1 | <p>The details of the Supplier's pricing for this contract is in the section called "Pricing Data" of this document.</p> |
| SCC2.6.4 (b) | <p>The mark-up percentage for overheads and profit added to the Supplier's Cost for change events is % (max 15% allowed, default 7% if not specified)</p> |

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

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| PART C: Pricing Data | |
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| Pricing schedule | Page 75 |
| Schedule C1: Pricing Summary | Page 75 |
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WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.iso.org for information on standards).
- 1.2 The Supplier will be paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price Schedule comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The Price Schedule needs to be read in conjunction with any information identified in the Scope of Goods and Services.
- 1.4 For the purpose of the Price Schedule, the following words have the meanings hereby assigned to them:

| | |
|-----------|--|
| Unit: | The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Goods Information of this document. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Price: | The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price Schedule but the quantity of work of which is not measured in any units. |
- 1.5 Unless otherwise stated, items are measured net in accordance with the specifications, and no allowance has been made in the quantities for waste.
- 1.6 The prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Supplier in carrying out or providing that item.
- 1.7 All prices and rates in the Price Schedule exclude VAT, while the total of Prices reflected in the Bid Form and Contract Form include VAT.

2. CHANGE EVENTS

- 2.1 Payment for items in the Price Schedule which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for change events, i.e. Supplier's Cost plus the mark-up percentage for overheads and profit **as stated in the Contract Data**.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price Schedule and, subsequently, in the Contract Form.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in this Price Schedule materially contradicts or is in conflict with any stipulation in the GCC and SCC as contained in this contract, the stipulation in the GCC and SCC shall prevail.

5. GMT HISTORICAL SALES DATA FOR JULY 2023 TO JULY 2024

The following historical e-Auction sales statistics shows the number of assets sold during a 12-month period from November 2023 to November 2024. The figures of the last 6 months of the reporting period can be taken as representative of the trend expected for this contract, with growth to around 200 vehicles or more per auction envisaged for the future.

| Auction Month | Auction No | Total sold lots | Total sales value |
|-------------------------------------|-------------------|------------------------|--------------------------|
| November 2023 | 45 | 121 | R11 732 500 |
| January 2024 | 46 | 178 | R17 527 201 |
| February 2024 | 47 | 159 | R14 918 450 |
| April 2024 | 48 | 114 | R10 652 800 |
| May 2024 | 49 | 149 | R16 165 255 |
| June 2024 | 50 | 169 | R21 011 855 |
| June 2024 | 51 | 91 | R9 390 507 |
| July 2024 | 52 | 142 | R17 757 951 |
| August 2024 | 53 | 170 | R26 036 000 |
| September 2024 | 54 | 180 | R22 796 555 |
| October 2024 | 55 | 178 | R22 770 054 |
| November 2024 | 56 | 171 | R21 600 842 |
| TOTALS | | 1822 | R212 359 970 |
| 12 MONTH AVERAGE PER AUCTION | | 152 | R17 696 664 |
| LAST 6 AUCTIONS' AVERAGE | | 155 | R20 058 651 |

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Pricing schedule

SCHEDULE C1: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

The total price offer, EXCLUSIVE of VAT for all items specified in the Price Schedule, is as follows:

Price carried from Price Schedule Item 1: R.....

Add VAT at 15% R.....

TOTAL PRICE OFFER : R.....

This total price offer is to be carried over to WCBD1: Bid Form on page 5 of this document.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

WESTERN CAPE GOVERNMENT**MOBILITY DEPARTMENT****GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES
AND OTHER GOODS: 3 YEAR TERM CONTRACT****Pricing schedule****SCHEDULE C2: Price Schedule**

The Price Schedule for this contract is as follows:

| ITEM | DESCRIPTION | TENDERED COMMISSION (%) | ILLUSTRATIVE AUCTION VALUE (excl VAT) | PRICE (R) (excl VAT) |
|------|--|----------------------------|---|-------------------------|
| 1 | All inclusive buyer's commission to be added to the selling price per lot/auction as relevant, for online auctioneering services. |% | R10 million | R..... |

IMPORTANT: Please note the following:

1. The all-inclusive buyer's commission shall be fully inclusive of ALL costs payable by the Purchaser to the Supplier for rendering the service in its totality, including but not limited to, advertising costs, insurance cover, premises rental, computer system and/or data costs, equipment, staff, document storage, legal fees, printing costs, administrative and other fees, vehicle cleaning costs and decal removal. The Purchaser shall not be liable for any additional costs charged by the Supplier in addition to the all-inclusive buyer's commission.
2. Ensure that the fully priced Price Schedule is returned with your bid submission. Failure to do so will invalidate your tender.
3. Ensure that the pricing totals in the Price Schedule are carried as appropriate to the Pricing Summary on page 75 of this document, and the total of the Prices from there to the Bid Form on page 5 of this document. Failure to do so will invalidate your tender.
4. Please check the SCC for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
5. All information given in the Scope of Goods and Services must be taken into account for pricing. Unrealistic pricing in terms of the envisaged supply will render your tender high-risk, and therefore ineligible for award.
6. All items in the Price Schedule are to be priced EXCLUSIVE of VAT.
7. All items in the Price Schedule must be priced. Non-priced items may render your bid invalid – please see the Terms and Conditions for Bidding Clause 8 for details.

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

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WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Scope of Goods and Services

Preamble to Scope of Goods and Services

Material conflict with the GCC and SCC

PLEASE NOTE: If anything in the Scope of Goods and Services materially contradicts or is in conflict with any stipulation in the conditions of contract as contained in the GCC and SCC, the stipulation in the GCC and SCC shall prevail.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Scope of Goods and Services

1. Description of the Goods and Services

The Supplier is required to respond to the GMT specific requirements within the following specification:

1.1 OVERVIEW

- 1.1.1 The Supplier shall perform online auctions (referred to as e-auction services) by advertising and conducting auctions as prescribed, arranging auction catalogues with lot descriptions, photographs and sound files for vehicle starting, formulating the terms of sale, the collection and remittance of total proceeds received from an auction and facilitate the completion of documentation and handover/releasing of vehicles and/or goods. Also, to perform other related auction activities in order to realise the optimum value from online auctions for the Western Cape Mobility Department (WCMD) and Government Motor Transport (GMT).
- 1.1.2 When required to do so the Supplier must use equipment at its own cost – such as forklifts, lockable storage facilities for loose goods (i.e. rims & tyres, bumpers, winches, canopies, etc.) to assist GMT with the placement of scrapped assets for sale. To obtain the use of the equipment mentioned above will be included in the buyer's commission ("buyer's premium") tendered by the Supplier, and no additional claims above the buyer's commission by the Supplier will be entertained.
- 1.1.3 The Supplier must display professional skills in order to substantiate that the scrapped assets and/or other miscellaneous items are sold to the best advantage of GMT.
- 1.1.4 Reserve price setting is at the sole discretion of GMT.
- 1.1.5 The Supplier must be able to invoice the buyers immediately upon closing of the online auction and ensure that the buyers pay in such a manner so as to allow the Supplier to pay over all funds from the auction within 30 calendar days to GMT (calculated as from the first day after the auction closed). Immediately after closing of the sale the Supplier must produce electronic reports reflecting the detailed results of the sale e.g. lots per buyer, % above or under the reserve price, sale of lot confirmed by GMT or not, unsold lots. The Supplier will supply adequately trained personnel to perform the duties related to this service, all costs of which are included in the tendered buyer's commission of the Supplier. The Supplier must also ensure that its personnel are also available during the period allowed for the removal of the vehicles/other goods after the auctions have been concluded.

1.2 PRESENCE (FOOTPRINT) IN THE WESTERN CAPE

- 1.2.1 The Supplier will be required to have at least one (1) operational office (building/premises) and auction warehouse base within the Western Cape Province. The premises must be at least 5000m² and not situated more than 20 kilometres from GMT's Maitland offices. The premises must be a covered warehouse, fully secured from theft and losses and under 24-hour camera surveillance and armed response service with access control. Full details to be furnished as part of returnable Schedule D1 of this document.
- 1.2.2 Additional secure covered vehicle holding areas will be an additional benefit in terms of the service (but is not a requirement). Full details of such (if applicable) must be furnished as part of returnable Schedule D1 of this document.

1.3 PREVIOUS EXPERIENCE, PERFORMANCE AND CAPACITY

- 1.3.1 Supplier to provide information on the company's experience in the vehicle or transport related online auctioneering industry (i.e. years in business, advertising and marketing

methods, e-auction computer system, document safeguarding in terms of FICA requirements, profile on the auctioneers and valuers employed, etc.). In addition, provide information on future auction strategies and innovative ideas how to increase/ensure continual growth of e-auctions and sales growth for the Purchaser. Details to be provided as per the requirements of Returnable Schedule D1 of this document.

- 1.3.2 Supplier to provide information on current client base (i.e. contracts with companies) with regard to frequency of auctions, volumes/quantities of items sold per auction (success rate) and monetary values for auctions held (based on performance and income generated for the clients). Marketing strategies and innovative ideas how to increase/ensure continual growth of Buyer database. Details as per the requirements of Returnable Schedule D1 of this document.

1.4 FINANCIAL SURETY (PERFORMANCE SECURITY)

- 1.4.1 The Supplier will be required to submit a financial surety (performance security bond or guarantee) to the value of R15 million (fifteen million Rand) after award and prior to commencement of the e-auction service, for the duration of the contract. The Supplier is required to provide proof of good standing confirmed by a recognised financial institution (bank) at the time of tender, confirming the Supplier's financial capability to raise and service the performance security bond. Details to be provided as per the requirements of Returnable Schedule D1 of this document.

1.5 S.A.I.A (SOUTH AFRICAN INSTITUTE OF AUCTIONEERS) MEMBERSHIP

- 1.5.1 The Supplier must be a member of the South Africa Institute of Auctioneers (SAIA) and proof of membership is to be supplied with the bid document in Returnable Schedule D1. The membership must be valid for the whole contract period – cost of which forms part of the Supplier's tendered buyer's commission.

1.6 FREQUENCY OF AUCTIONS AND VOLUMES

- 1.6.1 Auctions are normally closed on a monthly basis except for December (due to the festive holidays) and in March (due to the GMT financial year end closing procedures). An auction calendar as agreed upon between the Purchaser and the Supplier will be used for planning and management of all auctions. It is envisaged that auctions in future may occur more regularly than once per month, although the number of auctions cannot be guaranteed. The number of vehicles/lots to be sold on auction can also not be guaranteed but will – under normal circumstances – be between 100 vehicles and 200 vehicles per auction.

1.7 ADVERTISING AND MARKETING

- 1.7.1 The Supplier is responsible for timeous advertising, to afford interested auction buyers who may be resident elsewhere, the opportunity to view the online auction catalogue or to physically view the lots at the Supplier's premises or an alternative location as advertised.
- 1.7.2 The minimum requirements for newspaper advertising (if applicable) is that an advertisement must appear at least twice (i.e. 30 calendar days and then 14 calendar days prior to the auction opening day) in one local and one national newspaper over the weekend as well as the Supplier's website and relevant electronic media platforms such as Auto Trader, SAIA, Auction Diary, Gumtree, OLX, LinkedIn, Facebook, X (Twitter), etc. and supported by bulk email and SMS marketing to registered buyers on the database. GMT would then also advertise the auction on the GMT web portal and would transmit the notice electronically to the Transport Officers of Client Institutions.
- 1.7.3 Proof of published advertisements and electronic media advertising in the form of a marketing report must be forwarded to GMT after each auction.
- 1.7.4 All advertising and marketing costs must be included in the Supplier's tendered buyer's commission and no additional claims will be entertained by GMT.
- 1.7.5 The public must be able to view the lots/goods to be sold at the Supplier's premises or alternative location as advertised prior to and during the auction.
- 1.7.6 Any additional advertising aids such as handbills, posters, flyers, street-pole posters, conditions of sale and additional newspaper ads in local and/or national newspapers (to

boost marketing initiatives even further), shall be for the Supplier's account and will be factored into the all-inclusive Supplier's tendered buyers' commission. Details to be provided as per the requirements of Returnable Schedule D1 of this document.

- 1.7.7 Suppliers are also required to include/attach/reference a web link to provide a sample of an existing web catalogue. The latter should consist of at least the following: (1) a cover with the auction date, contact details etc., (2) rules and conditions of sale, (3) explaining the procedures how to register and bid on auctions (4) photographs of the lots, (5) the lot number, (6) the lot description, vehicle year model and (7) vehicle being started/idling audio file. Details to be provided as per the requirements of Returnable Schedule D1 of this document.

1.8 DUTIES/PROCEDURES PRIOR TO OPENING OF AUCTION

- 1.8.1 GMT will deliver (at its own cost) the vehicles classified as runners, non-runners and wrecks, as well as any loose goods to be auctioned to the Supplier's premises, in time for the auction.
- 1.8.2 The Supplier will arrange for the setting out the lots (i.e. runner and non-runners, vehicle wrecks, loose goods, etc.) prior to the viewing day and up to the day of the auction.
- 1.8.3 The Supplier will remove all company decals and emergency markings and identification marks such as number plates, licence disks, etc. where applicable, cost of which is included in the Supplier's tendered buyer's commission.
- 1.8.4 The Supplier will clean the vehicles (i.e. outside, interior, boot, etc.), cost of which is included in the Supplier's tendered buyer's commission.
- 1.8.5 The Supplier will be responsible for marking the lots and preparing catalogues (with photographs and vehicle starting/idling audio files and the conditions of sale). The latter must be available for scrutiny and approval by GMT prior to the start of the first viewing day of the auction. The vehicles (lots) in the covered warehouse must all be numbered prior to the first viewing day.
- 1.8.6 GMT will be responsible to complete the seller's part of the vehicle "Notification of Change of Ownership" (NCO) form for each vehicle, and hand it over to the Supplier after the online auction closed. The original vehicle registration certificate will be attached to the NCO form.
- 1.8.7 The Supplier is responsible to display a copy of the original vehicle registration certificate or de-registration certificate (supplied by GMT) in the top left corner of the windscreen prior to the start of the viewing day. The Supplier is responsible for verifying that all vehicles' particulars are correct prior to compiling the online auction catalogue (i.e. engine number, chassis number, registration number, year model, vehicle description, comments column and odometer reading, startable, non-startable, deregistered, etc.)
- 1.8.8 The Supplier will supply a sufficient number of trained personnel and floor assistants for viewing days to facilitate the auction process and conclusion.
- 1.8.9 GMT will supply the Supplier with the list of vehicles to be auctioned. The list will include the status of each vehicle i.e. runner, only starts, non-runner and vehicles that have been de-registered. At GMT's sole discretion GMT may ask the Supplier to add additional notes in the "remarks" column on the catalogue (i.e. gearbox faulty, clutch slipping, bearing knock in engine, etc.). **No vehicles may be test driven for potential buyers**, unless by arrangement and approval from GMT.
- 1.8.10 The Supplier shall inspect all goods before each auction in order to ensure that the lot numbers and descriptions are correct and must be acquainted with the conditions of the sale.
- 1.8.11 GMT's representatives will also inspect the lots/goods and the Supplier will need to inform the first mentioned as soon as the lot numbers are affixed to the vehicles/lots/goods, prior to the opening of the online auction.
- 1.8.12 GMT will require access to the online catalogue prior to the opening of the online auction to review the catalogue details, photographs, audio files, etc.

1.9 DUTIES/PROCEDURES TO BE PERFORMED DURING THE OPENING AND CLOSING OF THE AUCTION

- 1.9.1 All prospective buyers will be registered by the Supplier with the payment of a refundable deposit (eft, credit card transaction or bank guaranteed cheque of not less than R20 000.00 per bidder) in order to obtain an online bidder's number. In the event that no purchases are

made by the bidder, refundable deposit will be returned to the bidder and no handling fees may be levied on such transactions by the Supplier. The Bidders' registration fee will be revised (increased) from time to time by GMT in conjunction with the Supplier.

- 1.9.2 The Supplier's business entity or its representative or employees may not bid or buy on an auction under the Supplier's control (including any other agents/members/representatives on behalf of the Supplier - and/or in the case of a Consortium or Joint Venture).
- 1.9.3 The selling of lots/vehicles/goods/items is subject to confirmation by the GMT delegated authority representing GMT – as reserve prices will be set by GMT.
- 1.9.4 The GMT delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services) has the right to settle any dispute on the spot or at their discretion and in consultation with the Supplier.
- 1.9.5 The GMT delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services) representing GMT at the auction has the right to withdraw any lot at any time without explanation.
- 1.9.6 On closing day the Supplier shall be set up in GMT's boardroom at least one (1) hour prior to the closing of the first lot, to allow GMT and the Supplier the opportunity to review and discuss the auction closing activities. GMT reserves the right to decide whether the auction is to closed at the Supplier's- or GMT's premises.
- 1.9.7 Once the online auction closed no further offers will be considered for vehicles/goods either withdrawn by GMT and/or unsold vehicles.

1.10 DUTIES/PROCEDURES AFTER THE AUCTION CLOSED

- 1.10.1 It is the Supplier's responsibility to obtain payment from the buyers/purchasers for all goods sold at the auction within ten (10) working days as from the first day after the auction closed. The Purchaser reserves the option to revise this payment period in consultation with the Supplier if circumstances so dictate.
- 1.10.2 The refundable buyer registration deposit fee may be deducted from the amount payable by the buyer.
- 1.10.3 In the case of defaulters the buyer's deposit may not be refunded to the buyer by the Supplier and must be paid over to GMT in full (R20 000.00 or the amount as adjusted during execution of the contract). The Supplier is not allowed to levy any storage fees from the buyer. The Supplier must ensure that lots are paid for within fifteen (15) working days calculated from the first day after the auction closed, else the sale will be defaulted unless an arrangement was agreed upon by GMT's delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services). The Purchaser reserves the option to revise this payment period in consultation with the Supplier if circumstances so dictate.
- 1.10.4 It is the responsibility of the Supplier to ensure that all buyer invoices, proof of payment, vehicle service books, keys, vehicle related equipment, and vehicle registration documents are handed over to the buyer once payment has cleared in the Supplier's bank account. GMT will supply the original vehicle registration certificate (or de-registration certificate) and partially completed NCO form to the Supplier after closing of the auction.
- 1.10.5 If there are any disputes raised by the buyer who paid for a vehicle/lots/goods the latter may not be released by the Supplier to the buyer until the matter is resolved with GMT. The cancellation of a deal or a refund to the buyer is at GMT's discretion in consultation with the Supplier. GMT will not accept the return of any released vehicles/lots/goods that was not authorised by GMT's delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services).
- 1.10.6 It is the responsibility of the Supplier to ensure that the **buyer completes** the vehicle "Notification of Change of Ownership" (NCO) form for each vehicle bought with the buyer's details. The Supplier must ensure that a copy of the invoice (proof of payment) together with a copy of the bar-coded ID document/smart ID document of the buyer to be submitted to GMT within 10 working days from the first day after the closing of the auction.
- 1.10.7 In the event that no purchases are made, the registration fee shall be refunded to the prospective buyer by the Supplier within 5 working days after closing of the auction.
- 1.10.8 It is the responsibility of the Supplier to ensure that all vehicles/goods removed from the auction premises are confirmed according to the buyer's invoice.

1.10.9 It is the responsibility of the Supplier to ensure that vehicles/goods paid for by buyers are removed from the Supplier's premises as soon as possible, unless further arrangements have been made with GMT's delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services). GMT will not accept any liability for storage fees from the Supplier.

1.10.10 **The Supplier may not release any vehicles/lots/goods until the buyer invoice is paid in full.**
The Supplier is not allowed to levy any storage fees from the buyer. The Supplier needs to ensure that lots are paid for within 10 working days calculated from the day after the auction closing date, or the sale will be defaulted, unless an arrangement was agreed upon with GMT's delegated authority (not lower rank than Deputy Director within the Directorate Fleet Services). In the case of defaulters the buyer's deposit may not be refunded to the buyer by the Supplier and must be paid over to GMT in full.

1.11 PAYMENT FOR VEHICLES/LOTS/GOODS

1.11.1 All auction transactions will be conducted in the RSA currency.

1.11.2 The Supplier must submit a Sales Report to GMT containing the following information:

- Lot Number, Lot Description, Sold for price for each vehicle/lot/goods, Buyers commission and VAT (separately) per vehicle/lot/goods, Receipt number issued;
- The total sales amount for the auction, the buyer's commission and VAT earned on the buyer's commission (all separate).
- Name, address and contact details (i.e. telephone, cell-phone and fax numbers, and e-mail address) of the buyer. In addition to the aforementioned a legible copy of the buyer's bar-coded ID document/smart ID card and proof of address must be supplied to GMT as to comply with FICA requirements, and copies must be kept by the Supplier for at least five (5) years after the contract end date.
- Lots withdrawn from the auction (also referred to as unsold).

1.12 VALUE ADDED TAX (VAT) ON BUYERS COMMISSION

1.12.1 The Supplier is responsible for payment of the prescribed % VAT on the commission earned and the payment thereof to the South African Revenue Services (SARS).

1.13 TOTAL SALE OF AUCTION PAID TO GMT

1.13.1 The Supplier shall pay the total auction proceeds to GMT within fifteen (15) working days after auction closing via an EFT payment. Each party to carry their own bank charges and no claim for loss of interest will be entertained by GMT. See item 1.10 above for more details.

1.14 ALL INCLUSIVE PRICING FOR SERVICES TO BE RENDERED BY SUPPLIER

1.14.1 The Supplier will stipulate a percentage Buyers commission to; execute, complete and (where specified) maintain the aforementioned service in accordance with the specifications, special conditions of the contract and conditions as stipulated in this Bid/Tender document. In addition, the Supplier will provide all the labour, workmanship, consumables and everything else that is or may become necessary during the term of the contract as part of their tendered pricing and no extra claims for any additional costs will be entertained.

1.14.2 No additional charges (i.e. administration or documentation fees) may be charged to buyers - except for the all-inclusive buyer's commission plus VAT. The buyer will therefore only pay the confirmed selling price for the vehicles/goods and the buyer's commission plus VAT on the buyer's commission to the Supplier.

1.15 GMT RIGHT TO CANCEL AN AUCTION

1.15.1 The right is reserved by the GMT to cancel the auction at any time. In the event thereof, advertising expenses already incurred by the Supplier, will be refunded on production of documentary proof, except where the sale is stopped as a result of wrongful action by the Supplier.

1.16 TAX INVOICES AND DOCUMENT MANAGEMENT

- 1.16.1 For auditing purposes, the Supplier is required to retain all documents (including photographs and audio files of the individual lots) for a minimum of five (5) years after the contract period has ended and/or after the conclusion of the last auction, whichever is the latter.
- 1.16.2 GMT reserves the right, in special cases, to augment or modify contractual procedures through implementation of the change event provision (SCC2.6) during the term of the contract.

1.17 MANAGEMENT INFORMATION, COMPUTER SYSTEMS AND BIDDER DATABASE

- 1.17.1 The Supplier must have an online auction (computer) system in place to enable and manage the entire online auction process from registration of an account, registration of auctions, management of the auctioneering process and provision of a management platform to analyse and report on all aspects of the auction. The capabilities/features of the online system must include as a minimum:

- (A) Online registration and access for GMT as account holder and seller:
- An easy and intuitive (self-explanatory) account holder user interface to gain access to the platform and securely manage and store confidential information relating to online auctions;
 - A secure, online registration process which is self-explanatory (or clearly explained on the web registration page) enabling GMT to register and log in to the system with a user name/s and password/s, with enough security features (such as two-factor authentication) to prevent unauthorised access by others to GMT's account;
 - A secure database for storing GMT's and others' user- and other confidential information.
- (B) Online registration of a GMT auction:
- An easy and intuitive (self-explanatory) user interface to enable GMT to register and schedule multiple-lot, multiple sale price online auctions in a simple and effective manner;
 - The ability to directly (via API interface) upload all relevant information pertaining to vehicles/goods to be sold, including but not limited to text descriptions, photos/graphics, audio/video files, etc, in a variety of general market-supported formats;
 - The ability to set individual starting prices and reserve pricing for vehicles/goods to be auctioned;
- (C) Online bidder registration and access:
- An easy and intuitive (self-explanatory) user interface to enable bidders' straightforward access to any GMT auction and information pertaining to vehicles/goods on offer;
 - A secure, online bidder registration process which is self-explanatory (or clearly explained on the web registration page) enabling interested bidders to register and log in to the system with a user name/s and password/s, with enough security features (such as two-factor authentication) to prevent unauthorised access by others to their information;
 - Clearly displayed terms and conditions for bidding, which bidders have to agree to prior to entering an auction;
 - The ability to accept and process online payment by bidders of the required deposit prior to having access to the online auction;

- A bid management tool for bidders which enables them to keep track of lots they are bidding on or following, as well as providing a reporting capability for bidders to use in managing their participation in an auction.

(D) Online auction process and bidding:

- An easy and intuitive (self-explanatory) user interface to enable bidders to participate in an online auction and submit bid offers on lots in a clear, transparent manner;
- Provision of an easily accessible lot catalogue with search capability to enable bidders to search for and find vehicles/goods they are interested in, quickly and effortlessly;
- The system must facilitate collection and saving of all relevant auction information related to sales, bidders, reserves not met, etc., in live fashion for retrieval and analysis by GMT while the auction is under way and thereafter;
- The system must facilitate a seamless, automated auction process, conveying all information generated live during the auction to bidders in a clear, transparent and easily understandable way;
- The system must be able to facilitate automatic extension of the auction time for bids received close to the auction closing time, in a manner which is logical and fair.

(E) Sold vehicles/goods release to buyers:

- An intuitive and effective system mechanism for processing and effecting the release of sold vehicles/goods to buyers after performing all the checks in terms of payment, documentation, agreed collection date/process, etc.

(F) GMT auction management information and reporting

- A comprehensive online management information tool to enable GMT to generate a variety of real-time management- and information reports in an easy and intuitive manner, including but not limited to sales reports, marketing reports, online vehicle/goods catalogues, etc;
- The ability to generate historical statistics over user-defined time periods.

1.17.2 The Supplier is required to provide examples of auction performance reports and methods, bidder database and other Management Information System (MIS) Reports. Details to be provided as per the requirements of Returnable Schedule D1 of this document.

1.18 USE OF CONTRACT DOCUMENTS AND SALES INFORMATION

1.18.1 The Supplier shall not, without GMT's prior written consent, disclose the contract, or any provision thereof, or any specification, information furnished by or on behalf of GMT in connection therewith, to any person other than the person/s employed by the Supplier in the performance of the contract. Disclosure to any such person (employed by the Supplier – also referred to as the Auctioneer) shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

1.19 CONDITIONS OF SALE

1.19.1 The Supplier is required to provide a hardcopy of the company's (legally sound) conditions of sale, payment procedures and how to bid on auctions. Details to be provided as per the requirements of Returnable Schedule D1 of this document. GMT also reserves the right to amend such conditions of sale during the contract period, in conjunction with the Supplier and with the Suppliers bearing its own expenses during this process – including any legal/administrative fees applicable for the amendments.

1.19.2 All goods/items are sold as is/"voetstoots".

- 1.19.3 The risk in respect of vehicles/lots/goods sold passes to the buyer as soon as their bid has been accepted by GMT and paid by the buyer. GMT accepts no liability after that.

1.20 VALUATIONS OF VEHICLES/OTHER GOODS

- 1.20.1 The Supplier is required to provide documented valuations of selected vehicles/other goods from time to time upon request at no additional cost to the Purchaser.

1.21 RECOVERY OF VEHICLES/OTHER GOODS

- 1.21.1 The Supplier may be required to provide ad hoc recovery services for vehicles/other goods when requested to do so during the contract term. Recovery services will be requested via Purchase Order and quoted for separately, for the account of GMT.

WESTERN CAPE GOVERNMENT**MOBILITY DEPARTMENT****GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES
AND OTHER GOODS: 3 YEAR TERM CONTRACT****Scope of Goods and Services****SCHEDULE D1: Amendments by Supplier**

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) it may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to the Terms and Conditions for Bidding regarding the Purchaser's handling of material deviations and qualifications. If no amendments are allowed for this tender, the conditions will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

| PAGE / ITEM | CLAUSE / DESCRIPTION |
|--------------------|---|
| | NO ALTERATIONS/AMENDMENTS BY SUPPLIER ALLOWED FOR THIS CONTRACT. |

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

**AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT
SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the bidder to this Schedule:(If nil, enter NIL)

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Scope of Goods and Services

Performance Security Form

To:
GOVERNMENT MOTOR TRANSPORT (GMT)
 SCM: Tender Office
 27 Wale Street
 CAPE TOWN
 8001

Sir

PERFORMANCE SECURITY FOR THE PROVISION OF THE GOODS AND/OR SERVICES IN TERMS OF THIS CONTRACT.

1 With reference to the contract between

.....
 (hereinafter referred to as the "Supplier") and the **GOVERNMENT MOTOR TRANSPORT (GMT)**, (hereinafter referred to as the "Purchaser"), Tender No: **MT05/2024**, for the **GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT** (hereinafter referred to as the "Contract")

I / We,

in my/our capacity asand hereby

representing

(hereinafter referred to as the "Guarantor")

advise that the guarantor holds at the Purchaser's disposal the sum of R,

(in words) being

for the due fulfilment of the Contract.

- 2 The Guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the Purchaser the amount guaranteed, during the period when the claim is received by the Guarantor, on receipt of a written demand from the Purchaser to do so, and which demand the Purchaser may make if the Purchaser has a right of recovery against the Supplier.
- 3 Subject to the above, but without in any way detracting from the Purchaser's rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the Purchaser, at any stage prior to the expiry of this guarantee.
- 4 The amount paid by the Guarantor in terms of this guarantee may be retained by the Purchaser on condition that upon the end of the Contract, the Purchaser shall account to the Guarantor showing how this amount has been expended and refund any balance due to the Guarantor.
- 5 The Purchaser shall have the absolute right to arrange its affairs with the Supplier in any manner which the Purchaser deems fit, and the Guarantor shall not have the right to claim its release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension to the Contract, indulgence, release or variation of the Supplier's obligation shall not affect the validity of this guarantee.

- 6 This undertaking is neither negotiable nor transferable, and
- 6.1 must be surrendered to the Guarantor at the time when the Purchaser accounts to the Guarantor in terms of clause 4 above, or
 - 6.2 shall expire not later than 30 (thirty) days after the date of Contract Completion or the later of the end of the Contract Service Period and the date of the last Order Completion, whichever is applicable to this Contract; and
 - 6.3 shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed

SIGNED AT **ON THIS** **DAY OF**

..... **20**.....

AS WITNESSES

By and on behalf of

1.

.....

2.

.....

.....
(insert the name and physical address of the guarantor)

NAME:.....

CAPACITY:.....
(duly authorised thereto by resolution attached marked Annexure A)

DATE:.....

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:**.....

Guarantor's seal or stamp

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Purchase Order

Pro Forma Purchase Order form which may be used when the Purchaser requires the Supplier to provide the Goods and Services within a stated period of time

Purchase Order No.....

To.....(Supplier)

I propose to instruct you to provide the following Goods and/or Services

Description and quantity of Goods and/or Services.....

.....

Start date

Order Completion Date

Penalties per day R..... ☐ CSD Registration verified (Please tick

Please submit your price and programme proposals below.

Signed on behalf of PurchaserDate

Total of Prices (inclusive of VAT) for Goods and/or Services on the Price Schedule (details attached) R.....

Total of Prices (inclusive of VAT) for items not on the Price Schedule (details attached) R.....

Total of the Prices (inclusive of VAT) R.....

The programme for the Purchase Order is..... (attached)

Signed on behalf of Supplier:

Signature Name Date

I accept the above price and programme and instruct you to provide the Goods and/or Services for this Order.

Signed by delegated authority on behalf of Purchaser:

Signature Name Date

Purchase Order number assigned as above and issued to Supplier by SCM on behalf of Purchaser:

Signature Name Date

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GOVERNMENT MOTOR TRANSPORT (GMT): PROVISION OF AUCTIONEERING SERVICES FOR VEHICLES AND OTHER GOODS: 3 YEAR TERM CONTRACT

Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix contains the **Price Schedule** as well as drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

There is no Appendix to this document.