



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT/PROOF OF RESIDENCE**

QUOTATION NUMBER: R/S/2425/ 1854	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 28 NOVEMBER 2024	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: APPOINTMENT OF A REGISTERED AUCTIONER (APAC) TO DISPOSE MOVEABLE ASSETTS (FLEET, PLANT , AGRICULTURAL EQUIPMENT AND LIVESTOCK – KZNDARD	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
<u>QUOTATION TO BE RETURNED TO:</u> THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX FOR ATTENTION TO : M. SITHOLE TEL NUMBER : 033 355 9699	
NB: DOCUMENT MUST BE COMPLETED IN FULL ,THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

FOR ENQUIRY ONLY

END-USER NAME : Sharon Diedericks
CELLPHONE NUMBER : 082 849 0228
E-MAIL ADDRESS : Sharon.Diedericks@kzndard.gov.za
PROPOSED DELIVERY DATE : Various
DELIVERY ADDRESS : KZNDARD Districts and Research Stations
LOCAL MUNICIPALITY :
DISTRICT :

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1	Disposal of moveable assets, fleet, plant and equipment and livestock for KZNDARD	Various				
	Registration: A bidder must submit the certificate of Agricultural Produce Agents Council (APAC) , failure to submit will result in disqualification					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
			TOTAL			
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS			15% VAT			
			TOTAL PRICE			

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

*VAT Registration No. (Supplier) -----

PRICES ARE VALID FOR DAYS **Mark one Box (X)**
☐ 30 ☐ 60 ☐ 90 ☐ 120

SIGNATURE.....

DATE.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: R/S/2324/ 1854		CLOSING DATE: 28 November 2024		CLOSING TIME: 11:00	
DESCRIPTION APPOINTMENT OF A REGISTERED AUCTIONER (APAC) TO DISPOSE MOVEABLE ASSETTS (FLEET, PLANT , AGRICULTURAL EQUIPMENT AND LIVESTOCK – KZNDARD					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	M.SITHOLE		CONTACT PERSON	SHARON DIEDRICKS	
TELEPHONE NUMBER	033 355 9699		TELEPHONE NUMBER	082 849 0228	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Mandla.sithole@kzndard.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

b)80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

Procurement from R1 – R29 999 the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Procurement from R30 000 – R1M the Department will allocate the points on entities that are owned by black people which will be 10 of 20(80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary.

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:



TERMS OF REFERENCE

THE PROVISION OF AUCTIONEERING SERVICES FOR DEPARTMENTAL LIVESTOCK AND MOVABLE ASSETS FOR KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

1. PURPOSE.

- 1.1. Invitation to suitable service providers to submit proposals for the appointment of an auctioneer who shall provide services for disposing surplus and Cull livestock as well as obsolete/redundant moveable assets for the Department of Agriculture and Rural Development (DARD) as and when need arises.

2. BACKGROUND.

- 2.1. The Department of Agriculture and Rural Development owns movable assets as well as Livestock that are kept at various Research Stations.
- 2.2. The Departmental movable assets that are identified during verification and spot checks and found to be obsolete/damaged should be recorded and disposed annually as per the asset management policy and procedure manual.
- 2.3. Assets are sometimes disposed of using various methods as guided by the asset management policies and procedure manual. Furthermore, the farms where animals are kept follow the general livestock farm management principles.
- 2.4. There are thus livestock surplus selection and culling activities that are performed annually, to ensure that farms are managed in accordance with the acceptable farm management principles and compliance with animal health and general care laws and regulations.

- 2.5. Redundant and excess livestock is therefore sometimes disposed of in various methods as guided by the livestock disposal policy of the department.

3. SCOPE OF WORK.

- 3.1. The project includes the sale through Auctioneering of surplus and culled livestock that are kept in DARD breeding stations, Livestock Research centers and Agricultural colleges. Furthermore, all identified assets that obsolete/redundant within all-DARD premises.

3.2. Description of Items to be sold.

3.2.1. The items to be sold by auction include:

- (i) Livestock of all ages, gender and breed
- (ii) Various movable assets within the department. Including, but not limited to office furniture & equipment, farming equipment & tractors, laboratory equipment and gardening equipment.

3.2.2. Labour requirements for the work.

- (i) The auctioneer will be required to attend meetings with the department to set up an auction plan with dates and venues for auctions to be held each financial year as per the contractual agreement.
- (ii) The Auctioneer will be required to provide professional auctioneering personnel, administrative staff, and security services on site and general workers.
- (iii) The auctioneering company will be required to mark and group and sort assets into various lots before sale.
- (iv) The auctioneer will have to prepare and submit a vendor roll to the department containing the list of assets per lot number. The vendor roll must contain details of the livestock ear tag, movable asset barcode numbers of each asset within lot numbers.
- (v) The auctioneer will be required to mark and sort assets according to sales and buyers after each auction.
- (vi) The auctioneer will be required to set up auction registration areas, collect and reconcile all bid registration funds and auction proceeds.

- (vii) All funds collected from the sale of livestock or movable assets needs to be documented, reconciled and the funds paid over to the Department of Agriculture & Rural Development within 7 days of concluding an auction.
- (viii) A detailed invoice must be provided to the department for each auction held reconciled to the funds received. This detailed invoice should contain the lot numbers, the listed price per lot received and permissible auction costs. A copy of the vendor roll should be attached to each invoice.
- (ix) With the sale of livestock, the auctioneer is required to have in possession cattle/sheep/goat handling equipment, portable ablution facilities for the bidders and portable administration stations where such facilities are not available on the auction site.
- (x) The hosting a Livestock Auction shall be managed by the Auctioneer and shall comply with all regulations associated with the sale of livestock, including ensuring the welfare of the animals and ensuring the bio-security of the auction site. The auctioneer is to manage the collection of sales by all bidders within a turnaround time frame and ensure that animals are transported safely off the site. The compliance measures are to be in line with APAC regulations under its affiliation.
- (xi) The auctioneer will also be required to provide on-site security.

3.2.3. Monitoring of Work.

- (i) DARD shall arrange planning meetings with the Auctioneer annually to establish an auction plan for the year.
- (ii) DARD will further invite the auctioneer to pre-auction planning meetings to discuss each auction and prepare for the auction to be held.
- (iii) DARD shall avail relevant auction personnel and a bio-security specialist for ensuring and monitoring the auction services for all auctions that shall be executed.

4. DELIVERABLES.

- 4.1. The auctioneer shall be responsible for the advertisement of auctions to be held, and that shall be done at least two weeks before the auction date.
- 4.2. The auctioneer is responsible for advertising the sale in the public press

in English and depending on the target group, advertisements may also be in other languages as well and proof of such adverts must be submitted to the Department.

- 4.3. The cost of the advertisements including all other expenditure on advertisements such as handbills, posters, etc is the sole the responsibility of the auctioneer and the Department will not be held liable for such costs that have not been approved by the department prior to the auction being advertised.
- 4.4. The auctioneering company shall be provided with lists of assets earmarked for auction within three weeks, of which include 15 working days before the auction date agreed upon.
- 4.5. The auctioneer shall arrange assets into lots one week before the auction and for livestock one day before the auction.
- 4.6. The auctioneer shall be expected to collect assets to the auction site as and when a need arises.

5. DISPOSAL PROCESS

- 5.1. The auctioneer shall execute the sale of identified assets as per the agreed arrangements and date with the department.
- 5.2. The Auctioneer shall use minimum prices as determined by the Department in the schedule to be provided to the Auctioneer seven (7) days prior to auction date.
- 5.3. The Auctioneer shall inspect all assets/livestock on site prior to the auction on the viewing day agreed upon, to ensure that the descriptions of assets/livestock are correct and to acquaint themselves with the condition of assets.
- 5.4. The Auctioneer shall be at the auction site at least an hour before commencement of the auction.
- 5.5. The Auctioneer shall be bound by the departmental conditions appearing in item 5 below, which must be brought to the attention of buyers prior to commencement of the auction.
- 5.6. The Auctioneer shall make arrangement for the buyers to pay during the auction process and shall not be interrupted.
- 5.7. The Department shall hand over the assets to the auctioneer of which the auctioneer shall be obligated to or take full responsibility of the auction

proceedings however it is the responsibility of the department to ensure correctness of the proceedings.

- 5.8. The Department shall hand over the assets/livestock to the auctioneer on the day of the auction.
- 5.9. The auctioneer shall ensure that all buyers are registered and have proof of registration prior the auction.
- 5.10. The auctioneer shall ensure that buyers pay the full amount for all assets/livestock they are bidding for before assets are removed from the departmental auction site.
- 5.11. The auctioneer shall return the full registration fee/deposit to buyer who did not bid for anything as per the records.
- 5.12. The percentage commission taken by the auctioneer at each auction, shall be stated in their quotation and shall remain fixed for the period of the contract.

6. PAYMENT OF AUCTION PROCEEDS TO DARD

- 6.1. The Auctioneer shall submit a list of assets/livestock sold at least three days after the completion of the sale which shall include price per lot, the listed assets per lot, unit price where possible and the total amount as per auction proceedings and reconciliation of proceeds to be done by the auctioneer and Departmental representatives at the end of the auction
- 6.2. The Auctioneer shall pay over to the net proceeds after deduction of commission and approved costs of the sale within 24hrs after Auction date to DARD account that was provided to the auctioneer, failure which shall lead to Legal Actions taken against the auctioneer by DARD.
- 6.3. The Auctioneer shall submit an itemized Invoice for the commission/percentage to be claimed for the sales to DARD, that invoice must include the amount of advertising costs as per agreement and detailed gross amount generated on the day of the auction.
- 6.4. The invoice should include advertising costs and any approved additional costs, that should be supported by paid invoices as evidence/proof)
- 6.5. All moneys received at the auction shall be recorded in triplicate, of which the original proof shall be given to the buyer and the second copy be given to DARD and the final copy will be kept by the Auctioneer.

Assets/livestock shall only be released after a payment has been received and upon producing proof of Auctioneer's receipt of sale by the buyer at the gate/exit point of the auction site.

- 6.6. The Auctioneer shall be responsible for all assets on site from when the assets are handed over to the auctioneer, until such time that the assets are removed from the department. This will mean that any livestock that is under the Responsibility of the Auctioneer shall be provided with feed and water and cared for appropriately by the Auctioneer. Any animal collected by buyers shall do so in a humane manner, for example, no tying up of legs and throwing livestock into the boots of vehicles and the welfare of the livestock under the Auctioneers responsibility is of utmost importance and in compliance to Animal Health and Safety regulations.
- 6.7. Any delay or non-collection of assets from the department will need to be managed by the Auctioneer.

7. CONDITION OF SALES

TO BE READ OUT BY THE AUCTIONEER BEFORE COMMENCEMENT OF THE SALE.

- 7.1. The Department shall, at any time, have the right to stop the auction, or to withdraw a lot, or lots without providing reasons.
- 7.2. The Auctioneer shall award the bid to a registered buyer and ownership and risk shall pass to the buyer as soon as payment for the asset put on sale has been made and the asset/livestock is removed from the department's premises.
- 7.3. The awarded buyer shall be the highest bidder to whom a lot is knocked down.
- 7.4. Should a dispute arise between two or three bidders, or between the Auctioneer and one or more bidders, the lot or lots shall again be offered and resold.
- 7.5. Lots may be grouped, or any lot may be divided or the sequence in which lots will be sold may be changed.
- 7.6. Payment will be accepted by the Auctioneer in cash or bank guaranteed transfer/cheque only.
- 7.7. The Auctioneer reserves the right to demand payment from the buyer

immediately after the last lot has been knocked down.

- 7.8. Goods are sold “voetstoots” and no claims will be considered by the Department or Auctioneer, regarding incorrect description, quality, condition, inferior quality or etc. No guarantees will be given in this regard. Prospective buyers are therefore advised to inspect the goods or have them inspected before an offer is made.
- 7.9. As soon as a lot is knocked down to a buyer, he/she shall accept the risk and the responsibility for safeguarding such items. All reasonable precautionary measure will be taken by the Auctioneer personnel to safeguard the buyer's interest.
- 7.10. Lots purchased may not be removed from the auction site until such time as the last lot has been knocked down, unless special arrangements have been concluded with the official in charge of the Auction Centre, beforehand.
- 7.11. A buyer will not be permitted to remove his/her purchases from the Auction Center until he/she has presented the relevant invoice(s), which is/are issued by the Auctioneer, to the Auction Center personnel for verification. All buyers, or their representatives, are expected to acknowledge receipt of goods by signing on the auction Centre's copy of the invoice.
- 7.12. Auction Centre personnel will not permit a buyer to remove his/her purchases should the particulars reflect on the Auction Centre's copy of the invoice not correspond with the original copy of the invoice held by the buyer.
- 7.13. Should a buyer lose his/her invoice, he/she obtains a certified copy thereof from the Auctioneer before he/she will be permitted to remove his/her goods.
- 7.14. Where the Auctioneer fails to collect payments within 24 hours from buyers who have disappeared, the assets shall remain the property of the Department. Assets not sold should be formally declared back to the department to handover the responsibly and accountability for the unsold asset. The buyer shall forfeit the registration fee(s) which shall be paid over to the Department together with proceeds of sale.

8. SPECIAL CONDITIONS

- 8.1. The Auctioneer should be registered with the *South African Institute for Auctioneers (SAIA)*, and/or *Livestock Auctioneering Association of South Africa or SAIR and APAC (Agricultural Produce Agents Council)* (, **Proof of registration to be submitted with the request.**
- 8.2. The successful Auctioneer should supply the department with a written guarantee equal to the estimated value that will be realized at the auction.
- 8.3. No costs, apart from the ones specified in this document will be accepted or allowed to be charged to either buyer or seller. The auctioneer must ensure that all other costs are covered in the percentage quoted to conduct the auction.
- 8.4. The department will in no way be liable for any loss, injury, or damage, which may be sustained by the successful Auctioneer, his employees, his equipment or any other person through handling or use of the items offered for sale.
- 8.5. The Auctioneer must be in compliance with the Workmen's Compensation Act, No.30 of 1941, for all workmen employed in the auctioning process.
- 8.6. All machinery used must comply with the regulations as specified in the Machinery and Occupational Safety Act No.6 of 1983 as amended.
- 8.7. The right is reserved to visit the premises of the company that applied for this bid.
- 8.8. The net proceeds of each auction shall be paid to the Department within 5 days after the auction, by means of EFT transfer. The value of the payment shall be the gross amount realized from the auction less commission (VAT on the commission earned, included) and advertising or approved costs.
- 8.9. The auctioneer shall inspect all goods before the commencement of the auction to ensure that lot numbers and descriptions are correct and acquaint himself/herself with the condition of the goods. Buyers should take note that lots are sold "voetstoots" and that no claims will be considered by virtue of incorrect description, quantity, quality, condition or any other grounds.
- 8.10. The auctioneer will be responsible to provide security to safeguard the items while preparing for auction and until all items have been removed

- from the premise of the Department. This will be for the expense of the auctioneer.
- 8.11. Provision must be made for buyers to pay before the end of the auction without interrupting the auction. Receipts will only be issued to registered buyers.
- 8.12. All prospective buyers shall be registered by the auctioneer. Where applicable, registration shall occur after payment of a registration fee, determined by the Department in co-operation with the auctioneer.
- 8.13. The auctioneer is responsible for obtaining payment from the purchaser(s) before completion of the auction. The auction will be considered as completed two hours after the last bid has been knocked down or as determined by the Department's representative providing the extended period falls on the same day of the auction.
- 8.14. The registration fee shall be repaid to the buyers by the auctioneer at the end of the auction, if nothing was bought by the buyer concerned, or may be deducted from the amount payable by the buyer.
- 8.15. The auctioneer shall only knock down a bid for a registered buyer. Buyers should take note that ownership of the goods sold, and risk shall pass to the buyer as soon as payment for the purchase has been received. Goods will be released by the Department's representative only after payment has been received and upon production of an auctioneer's receipt of sales slip
- 8.16. In cases of unsatisfactory performance by Auctioneer or his appointed officials, the Department is entitled to take corrective steps for example to cancel the contract and make alternative arrangements for the rendering of the service. Should these steps result in a loss of income or additional costs to the Department, the Department is entitled to claim damages, retain security or impose a penalty.

The following conditions, regarding the removal of goods must be brought under the attention of the buyers:

- 8.17. All lots must be removed by the buyer "in toto" within (1) working day of the date of the sale on his/her own risk and cost. If for any reason acceptable to the Department he/ cannot remove the lots within the pre-

scribed working days, extension may be granted by the Department on a written request.

- 8.18. If the buyer fails to take possession of the goods within the time specified herein, the Department has the right to, without further communication, confiscate and dispose of the goods as it may deem fit, without any reimbursement to the buyer. If the buyer wishes to take possession of the goods after the expiry of the period of retrieval, the Department can grant approval.

9. CONDITIONS OF ADVERTISING

- 9.1. The auctioneer is responsible for advertising the auction however the format of the advertisement is determined by the Department.

- 9.2. The following information should reflect in the advertisement:

- a) All auctions are to be advertised as a State Auction;
- b) Venue
- c) Date;
- d) Time;
- e) Description of goods to be sold;
- f) Viewing: Date and time;
- g) Special conditions applicable to the sale e.g. whether a deposit will be levied or not; and
- h) Enquiries.

- 9.3. A draft advertisement is to be submitted to the Department for approval before publication prior to it being published.

- 9.4. It is essential that a target group of buyers is identified before each auction.

- 9.5. Proof of the advertisement must be provided to the Department.

10. PRICING SCHEDULE

a) COMMISSION

DESCRIPTION	PERCENTAGE
Commission - Livestock /	
Commission – Movable Assets	

b) ADVERTISEMENT COSTS: R _____ (VAT INCL.)

10.1. Kindly note that hidden costs will not be entertained. Any cost expected from the auction process is for the cost of the Auctioneer, unless such costs are negotiated with the department prior to the auction and approved.

11. CONTACTUAL PERIOD.

11.1. The Contract for the services of Auctioneering services shall be for a period of **36 months** from the date of signing a contract with the DARD. With an option to extend for further two (2) years

12. PROFESSIONAL REQUIREMENTS.

12.1. The Auctioneering Company shall have been registered with the Livestock Auctioneering Association of South Africa/ SAIR or SAIA and APAC – Agricultural Produce Agents Council.

12.2. Such registration shall be valid during submission of the Bid documents.

12.3. The Auctioneering Company shall be required to keep such a membership valid for the duration of the contract period (36 months).

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp