



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE**

**TERMS OF REFERENCE NUMBER: DSAC2021/22-B1**

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**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AUCTIONEERING SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE.**

**CONTRACT PERIOD: THREE YEARS**

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**CLOSING DATE: 6<sup>TH</sup> SEPTEMBER 2021**

**CLOSING TIME: 11H00AM**

**BID VALIDITY PERIOD: 120 DAYS**

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**TENDER BOX ADDRESS:**

**21 BICCARD STREET  
OLYMPIC TOWERS BUILDING  
POLOKWANE  
0699**

## 1. INTRODUCTION

1.1 Limpopo Department of Sport, Arts and Culture hereby invites suitably qualified auctioneers registered with the South African Institute of Auctioneers and in possession of a valid Professional Indemnity Insurance Cover for the public auctioning of Departmental Assets. Auctions are expected to be held at least once in a period of twelve (12) months during a period of 3 years from the date of award.

## 2. BACKGROUND

2.1 Limpopo Department of Sport, Arts and Culture wishes to appoint a service provider to render professional auctioneering services. The auctions are to be conducted in departmental sites. i.e. within areas around the District of Capricon, Mopani, Sekukhune, Vhembe and Waterberg. Auction will also be conducted online when required.

2.2 All goods are sold “voetstoots”.

2.3 Goods to be disposed include but not limited to:

- a) Motor Vehicles
- b) Office Furniture
- c) Office Equipment
- d) Library Materials (Books)
- e) Computer Equipment
- f) Any other Machinery and Equipment

## 3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

3.1 The purpose is to appoint a service provider to provide auctioneering services.

## 4. DEFINITIONS

**DSAC** means the organ of state, Limpopo Department of Sport, Arts and Culture that is requiring the provision of auctioneering services.

**TOR** means Terms of References

**VAT** means Value Added Tax.

**Bidder/Bidding entity** means person or persons, partnership, successful bidder or firm who herewith submits a valid bid for the provision of auctioneering services to the Department of Sport, Arts and Culture.

## 5. LEGISLATIVE FRAMEWORK OF THE BID

### 5.1. Tax Legislation

Bidder(s) must be compliant when submitting a proposal to DSAC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the

Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

## **5.2. Procurement Legislation**

DSAC has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## **5.3. Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services. It is the service provider's responsibility to ensure that they always use updated National Treasury Prescripts when procuring services for DSAC.

## **6. BRIEFING SESSION**

There will be no compulsory briefing session for this bid.

## **7. TIMELINE OF THE BID PROCESS**

The bid price will be valid for 120 days after the closing date and time of the bid.

Advertisement of bid on tender portal / tender bulletin

**13<sup>th</sup> August 2021**

Bid closing date

**6<sup>th</sup> September 2021 at 11:00am**

### **Notice to bidder(s)**

- DSAC will endeavour to inform bidders of the progress until conclusion of the bid where necessary.
- All dates and times in this bid are South African standard time.
- Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **8. CONTACT AND COMMUNICATION**

- 8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Isaiah Majoni via e-mail address [majonii@sac.limpopo.gov.za](mailto:majonii@sac.limpopo.gov.za). Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. Bidders must have e-mail address and phone.
- 8.2. The delegated office of DSAC may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 8.3. Any communication with an official or a person acting in an advisory capacity for DSAC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 8.4. All communication between the Bidder(s) and DSAC must be done in writing.
- 8.5. Whilst all due care has been taken in the preparation of this bid, DSAC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DSAC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DSAC an opportunity to consider what corrective action is necessary (if any).
- 8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **9. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

## **10. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions may result in the invalidation of such bids.

## **11. FRONTING**

- 11.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and

businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

- 11.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSAC may have against the Bidder / contractor concerned.

## **12. SUPPLIER DUE DILIGENCE**

- 12.1 DSAC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.
- 12.2 DSAC amongst other things reserves the right to assess company documents to verify if the successful bidder is not in the process of insolvency, liquidation, or deregistration.

## **13. SUBMISSION OF PROPOSALS**

- 13.1. Bid documents must be placed in the tender box on the aforesaid address on or before the closing date and time.
- 13.2. Bid documents will only be considered if received by DSAC on or before the closing date and time.
- 13.3. The bidder(s) are required to submit one (1) bid document and sealed.
- 13.4 Bidder(s) are requested to initial each page of the bid document and the attachments.

## **14. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of (03) three years.

## **15. SCOPE OF WORK**

The successful bidder will be required to: -

### **15.1 CONDUCT INITIAL ASSESSMENT**

- a) The successful bidder is expected to determine which vehicles are runners and non-runners by performing a technical diagnosis which will be conducted by the Auctioneers mechanic/ technician.
- b) The successful bidder is expected to consider the reserve prices compiled by the

department by ensuring that no item is purchased with less than it is expected.

## **15.2 AUCTION PLAN**

Auction Plan Based on the initial assessment, the Auctioneer must develop a costed auction plan which must be presented to management/ disposal committee for approval before the auction date. The costed auction plan must outline the logistics for the implementation approach of the auction at each site. The costed auction plan should cover the following but not limited: -

- Pre- auction preparation,
- Auction execution,
- Risk Management (How the successful bidder will ensure a fair and transparent auction, the combating and prevention of collusion practices amongst bidders) etc

## **15.3 MARKETING AND ADVERTISING**

The successful bidder will be responsible for all marketing and advertising of the auction. The successful bidder must advertise the auction at least fourteen (14) calendar days prior to the date of the auction in the following newspapers:

- a) National Newspaper
- b) Local Newspaper

Draft copies of the proposed advertisements are to be submitted to the department for approval prior to publication on print media. The said advertising costs will be reimbursed to the successful bidder after the proceeds of the Auction have been paid to department. (The successful bidder must provide proof of advertisement and costs with the auction close out report)

## **15.4 MACHINERY AND EQUIPMENT**

The successful bidder must provide the following minimum equipment during the auction.

- a) Public Address (P.A.) system,
- b) Computer equipment,
- c) Printer,
- d) Printing paper, stationery, etc
- e) Shelter (e.g. Gazebo, Tent)

## 15.5 KEY PERSONNEL

The successful bidder must provide competent support staff for all auction administration and support.

Personnel	Number	Minimum Qualification	Proof to be attached
General Assistant	2	Matric Certificate	Attach certified copy of Identity Document, Matric Certificate and 1 page CV
Cashier	1	Matric Certificate	Attach certified copy of Identity Document, Matric Certificate and 1 page CV with relevant cashier's experience
Admin Staff	2	Matric Certificate	Attach certified copies of Identity Document, Matric Certificate and 1 page CV for each admin person with relevant experience

## 15.6 FEE STRUCTURE

The successful bidder will be compensated on a commission basis based on the percentage charged from total proceeds: - (not exceeding 5%)

- a) All costs of the successful bidder must be covered in the commission rate.
- b) The successful bidder is required to provide a proposed fee structure which must indicate the percentage on sale of each asset paid by purchaser;
- c) The successful bidder will carry the cost of marketing and advertising and will be reimbursed as per paragraph 15.2 above.

## 15.7 GENERAL

- a) The successful bidder must ensure the registration of prospective buyers' subject to a registration deposit fee.
- b) The successful bidder will not be allowed to add any fees to the bid price.
- c) A purchaser who successfully bids but does not buy the item bid for will forfeit their bid registration fee to the department.
- d) The successful bidder is expected to ensure participants adhere to the Covid-19 regulations.
- e) The successful bidder should comply with the Consumer Protection Act.
- f) The successful bidder must allow bidders to view items a day before the actual auction day.

## **15.8 SECURITY**

The successful bidder must supply the department with the following:

- Proof of professional indemnity insurance coverage for a minimum of R1 000 000

## **15.9 REPORTING**

The successful bidder must prepare and submit to the department a detailed Auction Report not later than seven (7) working days after the completion of the auction. The following minimum information should be contained in the report:

- Name of Buyer;
- Address of Buyer;
- Contact numbers of Buyer;
- Description of item purchased;
- Price of item;
- Lot number;
- Any other relevant information as deemed fit by the Service Provider;
- Reconciliation must be done on the day of auction by the Service Provider together with departmental Representatives;

## **16. SERVICE LEVEL AGREEMENT**

16.1 The successful bidder will be required to enter into a service level agreement with the department.

16.2 The department and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced in writing in a service level agreement and signed by both parties before commencement.



Previous projects providing auctioneering services. Align with reference letters.

No.	Name of organization where services were performed	Description of services	From (Project Start Date)	To (Project End Date)	Value	Reference (Contact person and Designation)	Contact Number of Reference
1							
2							
3							
4							
5							

## 17. EVALUATION AND SELECTION CRITERIA

DSAC has set minimum standards that a bidder(s) needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- Administrative Compliance (Phase 1)
- Functionality Compliance (Phase 2)
- Commission Percentage and B-BBEE (Phase 3)

### **17.1 Phase 1: Administrative compliance.**

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed, signed and initialled by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Table 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALLED AND SUBMITTED**

<b>Document that must be submitted</b>	<b>Non-submission and compliance may result in disqualification</b>
Invitation to Bid – SBD 1	Complete, sign and initial each page of the document
Pricing Schedule – Firm Prices: Pricing Schedule SBD 3.1	Complete, sign and initial each page of the document
Declaration of Interest – SBD 4	Complete, sign and initial each page of the document
Preference Point Claim Form – SBD 6.1	Complete, sign and initial each page of the document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete, sign and initial each page of the document
Certificate of Independent Bid Determination – SBD 9	Complete, sign and initial each page of the document
Registration on Central Supplier Database (CSD)	Service Provider(s) must be registered as a service provider on the Central Supplier Database (CSD).
Tax compliant	To be verified on National Treasury's Central Supplier Database
Original quotation on the company's letterhead	Quotation on the company letterhead, signed and it must have the following: - quotation number, quotation date, validity period.
Valid Certificate of registration with South African Institute of Auctioneers	Certified copy signed by the Commissioner of Oaths (not older than three months)
Professional Indemnity Insurance cover of a minimum of R1 000 000	Certified copy signed by the Commissioner of Oaths (not older than three months)

## **Phase 2: Functionality Compliance.**

Bidders that score less than **70 points out of 100** in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by under-qualifying bidders will not be taken into consideration for Commission Percentage and B-BBEE evaluation.

<b>Description/ Criteria</b>	<b>Evidence/ Sub-Criteria</b>	<b>Score</b>	<b>Maximum Allocated Points</b>	<b>Bidder Score</b>
Relevant Experience of the Auctioneer with a proven track record in auctioneering.	A CV clearly indicating contactable references must be attached.		<b>35</b>	
		5 years or more	35	
		4 years	30	
		3 years	20	
		2 years	10	
	Less than 2 years	5		
Previous auctioneering projects of the service provider. (refer to page 9)	Attach reference letters with contact person and numbers of client/s		<b>30</b>	
		5 or more auctioneering projects	30	
		4 - auctioneering projects.	20	
		3 auctioneering projects	10	
	Less than 3 projects	0		
Methodology	Provide a proposal on the proposed methodology. The bidder must provide its proposed approach indicating how the services will be executed successfully.	Provide a comprehensive proposal to demonstrate your capability to deal with the following items to be auctioned:	<b>35</b>	
		1) Motor Vehicles		
		2) Office Furniture		
		3) Office Equipment		
		4) Library Materials (Books)		
		5) Computer Equipment		
		6) Any other Machinery and Equipment		
• Excellent (All six items above included)	35			
• Very Good (Five items above included)	30			
• Good (Four items above included)	25			
• Average (Three items above included)	20			
• Poor (Less than three items)	5			
• Nothing (None inclusion of any items above)	0			
<b>Total</b>			<b>100</b>	

**Phase 3: Commission Percentage and B-BBEE. Preferential Procurement Regulations, 2017 will be applied to evaluate this bid as per the applicable threshold value.**

**80/20 : Submit proof to claim B-BBEE points (Refer to SBD 6.1 of PPR 2017)**

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs and QSEs are required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

**BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR BIDDING PURPOSES!!**

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

**18. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter into a contract with the successful Bidder.
- b. The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly signed by an authorised representative of the bidder.

## **19. SPECIAL CONDITIONS OF CONTRACT**

- a. The successful bidder will be appointed to provide auctioneering services as stipulated.
- b. The successful bidder's commission shall remain firm for the duration of contract.
- c. The successful bidder must ensure that the buyers adhere to the auction rules.
- d. It is the responsibility of the successful bidder to manage buyer's enquiries and complaints. This will be applicable even after the disposal date.
- e. Where buyers decide to withdraw their bids, they will forfeit their deposit and the department will have full claim of the deposit.
- f. No goods will be collected after 16h30 except by prior arrangements. The collection time frame which apply on the day of the auction may be extended. On any day, the successful bidder must ensure that the collection of goods is done between 08h00am to 16h30pm. This must be communicated to the buyers.
- g. Buyers will not be allowed to fix and /or strip their goods on departmental premises.
- h. It will be the responsibility of the successful bidder to have all purchased items removed from departmental premises within 10 working days. The department will not be responsible for any damages, theft and losses of the purchased items. A storage fee will be charged on items not removed within the specified period at a rate of R200 per day and will be paid to departmental bank account.
- i. The Auction times will be between 08H00 to 15H00 on working days from Monday - Thursday only.
- j. It is the successful bidder's responsibility to communicate all conditions of sale with the buyers.
- k. The successful bidder will be expected to submit a costed project plan customized for each auction.
- l. The successful bidder must transfer all auction proceeds via an Electronic Fund Transfer, within three working days after the auction. In the event that the third day falls on a weekend or a public holiday the transfer must be done on the first working day thereafter.

## **20. TERMINATION OR CANCELLATION OF PROCUREMENT PROCESS**

This bid process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into a contract with a specific bidder to which the bid relates.

## **21. CONTRACT PRICE**

- a. Quoted percentage of the proceeds must be all costs inclusive and firm for the duration of the contract.

## **22. DSAC REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

22.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

- g. To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

### **23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

23.1. DSAC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DSAC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

24.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that DSAC relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by DSAC against the bidder notwithstanding the conclusion of the Service Level Agreement between DSAC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **25. PREPARATION COSTS**

25.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **26. INDEMNITY**

26.1 If a bidder breaches the conditions of this bid and, as a result of that breach, DSAC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DSAC harmless from any and all such costs which DSAC may incur and for any damages or losses DSAC may suffer.

## **27. PRECEDENCE**

27.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **28. LIMITATION OF LIABILITY**

28.1 A bidder participates in this bid process entirely at its own risk and cost. DSAC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **29. TAX COMPLIANCE**

29.1 No bid shall be awarded to a bidder who is not tax compliant. DSAC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DSAC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DSAC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **30. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS**

30.1 No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **31. GOVERNING LAW**

31.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may

arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

32.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DSAC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DSAC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **33. CONFIDENTIALITY**

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's response(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a bid.

33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

33.3 Throughout this bid process and thereafter, bidder(s) must secure DSAC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

33.4 No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

### **34. DSAC PROPRIETARY INFORMATION**

34.1 Bidder will on their bid cover letter make declaration that they did not have access to any DSAC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).



**PRICING SCHEDULE**

**PROVISION OF AUCTIONEERING SERVICES FOR DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS**

DESCRIPTION OF GOODS/SERVICES	% COMMISSION
Provision of Auctioneering Services	

CONFIDENTIAL

**BID PRICING FORM**

For ease of reference, Bidders shall enter their Commission, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, between percentage in numbers and percentage in words, percentage in words will be considered.

**Percentage (percentage in words):**.....

.....

....., inclusive of VAT

**Total Percentage (percentage in figures) %** ....., inclusive of VAT

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

**SIGNED ON BEHALF OF THE BIDDER:**.....

CONFIDENTIAL