

BON ACCORD FORKLIFTS, STACKERS & VEHICLES

(PER 1627-02-25)

VIEWING ONLY BY APPOINTMENT

Assets located at:

Plot 126, 110 Honingnestkrans Road, Bon Accord AH, Pretoria Contact: Konrad - Cell: 082 797 2809 or Tel: (012) 546 8409 / 11

R 5,000.00 Refundable Registration Fee

(Please use Company name or Tenderers name as reference)

PLEASE NOTE:

TENDER DOCUMENTS NEEDS TO BE SEND TO tenders@ryncor.com WITH THE TENDER NUMBER IN THE SUBJECT LINE

Closing Date: Friday 21 February 2025 at 12h00

Tel: 012 546 8409 / 11 | Fax: 086 696 5471 www.ryncor.com | tenders@ryncor.com 456 Jan van Riebeeck Street, Pretoria North PO Box 911-2461, Rosslyn, 0200



GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE ON BEHALF OF OUR CLIENT TENDER SALE NUMBER: PER 1627-02-25

PROCESS FOR TENDER SALE:

1. Read the terms and conditions and familiarize yourself with the contents.

Sign pages 1 to 3 of the terms and conditions and send to fax (0866965471 / 0865584185 / 0865585030) or e-mail (tenders@ryncor.com) with the completed tender document. It can also be placed in a tender box situated in:

Pretoria - 456 Jan van Riebeeck street, Pretoria North

Secunda - 1 PDP Kruger Street, Secunda

Sasolburg - 1 Klasie Havenga Street, Sasolburg

Meyerton - 107 Lawa Road, Valley Settlements, Randvaal, Meyerton

- 2. Approval for tenders should be obtained within 10 working days after the closing date of the tender sale. Successful Bidders / Tenderers will be notified by Fax or Email by means of a Pro Forma Invoice. (See paragraph 6 in the terms and conditions for bank details.) Please ensure that your contact details is complete, correct and legible.
- 3. After payment is cleared you will receive a Release Note with details for the removal of sold items.
- **4.** Please note that a copy of the ID document and proof of residence is compulsory for bidding on every tender submitted!!
- 5. A fully *<u>refundable registration fee of R5 000 is mandatory</u> to qualify the prospective Buyer to participate in the Tender Sale activity. (See paragraph 6.2 in the terms and conditions for bank details)
- 6. Please use the Company name or Tenderers name as reference

 STRICTLY EFT PAYMENTS WILL BE ACCEPTABLE FOR THE REGISTRATION FEE!!!

 All Tenderers not making use of the EFT system when paying there deposit, must allow for banking/admin charges when their deposits are being refunded by Ryncor!

Unsuccessful Bidders will be refunded after adjudication of the Tender Sale by our Client. The successful Bidder will be notified within 24 hours after adjudication of the Tender Sale by our Client. The deposit will then go towards the final amount due by the successful Bidder or the purchase of the awarded bid. *Note: If the successful Bidder fails to fully pay for the purchase within 48 hours, after being awarded the Lot(s), the deposit will be forfeited as a penalty to cover Ryncor's expenses!!

In terms of the Ryncor Standard Terms & Conditions, we hereby officially inform you that should the registration Fee not be paid by latest on the Tender Sale closing date, your bid will be disqualified and will not be considered for the commodities you have submitted bids for ! Tender documents are processed every Monday after the closing date of the Tender Sale, and non-payment/receipt of the Registration Fee will automatically disqualify the bidder! Please make every effort to adhere to this rule, to avoid any disappointment.



GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE ON BEHALF OF OUR CLIENT

TENDER SALE NUMBER: PER 1627-02-25

By bidding for any items included in the sale the bidder confirms that he accepts and is bound by the following terms and conditions:

- 1 Bids must be sent to Ryncor Auctioneers, on or before 21 February 2025 at 12:00 pm. Bids must be sent by:
 fax to 086 696 5471 / 086 558 4185 / 086 558 5030; or by e-mail to: tenders@ryncor.com or tender box.
 Important Notice: The Bidder is responsible to ensure/confirm, that all bids submitted electronically / by fax / hand delivered in Tender Box, have actually been received by Ryncor, for inclusion in the Tender Sale process!
- 2 The Seller is the sole owner of these goods. Ryncor Auctioneers acts as an agent for and on behalf of the Seller and does not have any rights title or interest in the ownership of these goods and does not accept any liability to any third party with regard to these goods.
- 3 A "Tender Sale" is a private treaty sale in which the Seller reserves the right to refuse an offer at any time without any justification or explanation. The Seller reserves the right to merge or split some lots and to withdraw items from the sale.
- * Ryncor reserves the right not to accept the highest bid or any other bid!
- * Ryncor reserves the right to negotiate with the Buyer a better price if the Seller rejects the highest bid.
- * The negotiated price shall not be less than the highest bid received on auction/tender
- 4 The Seller reserves the right to withhold delivery of items to any successful bidder until full payment is received.
- 5 Buyers will take full responsibility for the items as soon as final payment is received by Ryncor Auctioneers.
- **6.** After awarding of the winning bid(s), the purchase price plus **10% Buyers** commission and **VAT applicable of 15%** must be transferred within **48 hours** to Ryncor Auctioneer's bank account:

Bank: ABSA

Branch: Pretoria North
Branch code: 632005
Account Number: 4053081330

Please state your reference number (Example: PINV000) as shown on the Pro-Forma Invoice on all payments made to this account and fax or email proof of payment to 086 696 5471 / info@ryncor.com

All cash deposits including ATM cash deposits into this account are subject to a "Cash Deposit Fee" of R1.60 per R100.00

- 6,1 If invoices are being paid by cheque or bank guarantee cheque, there will be a 10-day waiting period before the collection of the items can proceed. In terms of the Ryncor Standard Terms & Conditions, we hereby officially inform you that should the registration Fee not be paid by latest 12:00 pm on the Tender Sale closing date, your bid will be disqualified and will not be considered for the commodities you have submitted bids for! Tender documents are processed every Monday after the closing date of the Tender Sale, and non-payment/receipt of the Registration Fee will automatically disqualify the bidder! Please make every effort to adhere to this rule, to avoid any disappointment.
- **6.2** A fully *<u>refundable registration fee of R5,000 is mandatory</u> to qualify the prospective Buyer to participate in the Tender Sale.

Bank: ABSA
Branch: Pretoria North
Branch code: 632005
Account Number: 4066462915

Only refundable fees into this account !!

Please use the company name or Tenderers name as reference

SIGNED:	DATE:
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STRICTLY EFT PAYMENTS WILL BE ACCEPTABLE FOR THE REGISTRATION FEE!!! All Tenderers not making use of the EFT system when paying there deposit, must allow for banking/admin charges when their deposits are being refunded by Ryncor!

Unsuccessful Bidders will be refunded after adjudication of the Tender Sale by our Client. The successful Bidder will be notified within 24 hours after adjudication of the Tender Sale by our Client. The deposit will then go towards the final amount due by the successful Bidder or the purchase of the awarded bid.

*Note: If the successful Bidder fails to fully pay for the purchase within 48 hours, after being awarded the Lot(s), the deposit will be forfeited as a penalty to cover Ryncor's expenses!!

- **7.** Foreign Buyers will be refunded for the VAT after receipt of the original exportation documentation properly stamped to prove that the export has been carried out.
- **8.** Should the Buyer fail to proceed to pay in full within 48 hours or cancel his bid, Ryncor Auctioneers will be entitled to a penalty fee amounting to 20% of the bid amount from the Buyer and forfeiting the R5,000 registration fee, as compensation for admin costs.

Important Notice: -

- **9** Once payment reflects in the Ryncor bank account, the Buyer will receive a release Note within 48 hours. The Buyer then has five (5) working days after the payment date to collect/remove his purchased goods from the premises. Failure to collect/remove the purchased items/vehicles within five (5) working days will result in the items/vehicles being sold on a new Tender Sale, to recover Admin/storage fees. Any remaining proceeds from this sale will be reimbursed to the Buyer.
- **10** If it appears that an item cannot be delivered, totally or partially, by the Seller, for any reason whatsoever, Ryncor Auctioneers will be authorized to declare the sale null and void, after which Ryncor Auctioneers and/or the Seller will reimburse payments to the Buyer, but will not be liable to pay any damages to the Buyer.
- 11 The items (complete and/or parts) are sold "as is, where is", with no guarantee as regards to condition including any hidden flaws. The Buyer will be deemed competent and to have viewed and inspected the items before the closing date of the tender.
- 12 The Seller shall not be liable for any damage to the Buyer's professional property, resulting from any flaws in the items.
- 13 Collection/dismantling of the items sold will be entirely at the buyer's cost and under his/her responsibility. Neither the Seller nor Ryncor Auctioneers shall be liable to the Buyer or any third party for additional costs due to the removal of the Items/vehicle from the premises. The Buyer shall be liable for any accident, damage to persons, to buildings or to the third party's property during dismantling and/or collection.
- **14** Neither the Seller nor Ryncor Auctioneers will be held responsible for the condition, description, quality, dimensions, year of manufacturing and completeness of the items as shown in the catalogue.
- 15 Pictures of the items shown in the Tender Sale documents/sales catalogue or sales lists are provided for the sole purpose of better differentiation and under no circumstances do they represent properties or characteristics of the items for sale.
- **16** Removal of the goods from the site shall be the responsibility of the Buyer, who shall remove the goods not later than five (5) working days from the invoice date, having made prior arrangements to do so with Ryncor Auctioneers. The Buyer will be responsible for obtaining at his own expense, all necessary equipment for the removal of the Goods.

Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given entirely at the Buyer's risk. Should items not be removed within the specified time frame, then Ryncor Auctioneers reserves the right to resell or dispose of the items without incurring any liability to the Buyer, or without prejudice claims of the Vendor or Auctioneer against the Buyer for breach of contract. The Buyer's also forfeits any deposit paid to Ryncor Auctioneers. Ryncor Auctioneers also reserves the right to charge the Buyer rent and costs incurred due to non-removal of lots. The Buyer will be responsible for all damages caused to the building, plant and machinery or other lots, be it caused by the Buyer or any appointed contractor.

SIGNED:	DATE.
31GIYED:	DATE:



- 17 The Buyer declares to be duly entitled to sign and purchase the items on behalf of his company/cc/trust and agrees with the abovementioned general conditions of sale by Tender.
- 18 A copy of the ID document and proof of residence is mandatory for bidding on any asset !!
- 19 The above mentioned items will be sold as "VOETSTOOTS". The items are hereby sold to the Buyer as ("voetstoots, as is, where is") and Ryncor Auctioneers do not guarantee in any manner the quality and usefulness of the Items, except that when properly used it will not create a risk to health, nor shall Ryncor Auctioneers be responsible for any defects latent or patent or any damages resulting there from, and the Buyer hereby agrees to accept the items as they are with all their defects.
- 20 The Buyer hereby, in terms of Section 10 of the Occupational Health and Safety Act, No 85 of 1993, undertakes in writing or by signing of a Letter of Award to take all the necessary steps to ensure, as far as it is reasonably practical, that the items purchased will be used in a safe manner for what they are designed for and without risks to health when properly used and that it complies with the prescribed requirements. The undertaking shall have the effect of relinquish Ryncor Auctioneers and the seller the duty imposed upon them by this Section 10 to such an extent as may be reasonable having regard to the terms of the undertaking.
- 21 The Buyer further undertakes to abide by all internal SHE (Safety, Health & Environmental) prescriptions of the Seller (Company) inclusive of requirements for the safe decommissioning, dismantling, up-liftment / rigging, loading and transportation of the purchased commodities. Depending of the nature and size of the purchased item, a comprehensive Environmental Management Plan (EMP) could be required. (This aspect to be discussed by the prospective Buyer when submitting his bid)
- 22 The rules of this Tender Sale comply with section 45 of the Consumer Protection Act, 68 of 2008 ("the Act") and the regulations thereto. Any person attending the Tender Sale to bid on behalf of another person must produce a letter of authority which meets the requirements of regulation 32(3) of the regulations to the Act. Any person bidding on behalf of a company must produce a letter of authority on the letterhead of the company as well as a certified copy of a resolution authorising him or her to bid. All persons intending to bid must register prior to the Tender Sale and must provide a copy of their identity documents and proof of residence.
- 23 The Buyer shall indemnify and keep Ryncor Auctioneers, the seller and its advisors indemnified against all losses for death or injury to its employees, its contractors and / or its contractors losses for death or injury to its employees, its contractors and / or its contractors personnel and / or death or injury or damage to health of third parties or damage to anything attributable to this sales transaction, and against all claims, demands, proceedings, costs, charges and expenses arising in connection with this sale agreement.

CIONED.	DATE:
SIGNED:	DATE:



POPI CONSENT REGISTRATION OF TENDERS

	I/We	hereby agree to provide our personal
	information to Ry	cor Auctioneers, on the express understanding that:
1.	This constitutes our cons Personal Information Act	ent, as required under Section 11 (1) (a) of the Protection of 4 of 2013 ("POPI").
2.	our personal details whic	d finance staff of Ryncor Auctioneers will have access to have been furnished to them for the purpose of attending der over the assets referred in the tender document.
3.	•	uthorized to release our personal information to the seller, ted Party/Parties, solely for the purposes of this transaction.
4.	The personal data will be consent.	used only for the purposes in 2 and 3 above of this
5.		addition to its POPI compliance store our details, as by the Legal Practice Council from time to time.
6.	I/We hereby consent to re Ryncor Auctioneers in the	eceive Newsletters and/or other useful information from future.
	Signature	



TENDER REGISTRATION FORM

Declaration of agreement by the undersigned with the general terms and conditions of this tender sale.

I/We, the undersigned _______, hereby submit to you the the following irrevocable bid(s), without any restrictions according to the general terms and conditions of this tender sale by this, to purchase the materials as follows:

* PLEASE COMPLETE ALL THE REQUESTED FIELDS BELOW IN CAPITAL LETTERS TO PREVENT BID CANCELLATION

NAME OF COMPANY:

NAME AND SURNAME:				
COMPANY VAT REGISTRATIO	N NUMBER:			
ID NUMBER AND COPY OF ID	DOCUMENT:			
PHYSICAL ADDRESS:				
POSTAL ADDRESS:				
CODE:	COU	JNTRY:		
TELEPHONE NUMBER (BUSIN	ESS HOURS):			
MOBILE TELEPHONE NUMBER	₹:			
FAX NUMBER:				
E-MAIL ADDRESS:				
BANK DETIALS FOR RETURN	OF DEPOSITS:			
ACCOUNT HOLDER NAME:				
ACCOUNT TYPE:				
BANK:				
BRANCH:				
BRANCH CODE:				
ACCOUNT NUMBER:				
SIGNATURE:	COMPA	NY STAMP:		
DATE:	TIME:		PLACE:	

TENDER ITEMS				
LOT NO	BU NO.	DESCRIPTION	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)	
Lot 001	RMP/0001/25	Toyota Forklift, Diesel	, , , , , , , , , , , , , , , , , , , ,	
		Model: O2 5FD18 Max Lift Capacity: Unknown kg		
		Max Lift Hight: 3000mm		
		Frame No: 63851		
Lot 002	RMP/0002/25	2004 Toyota Forklift, Diesel		
		Model: U2 7FD18		
		Max Lift Capacity: 1750 kg		
		Max Lift Hight: 3000mm Frame No: 20100		
Lot 003	RMP/0003/25	Toyota Forklift, Electric		
201 000	14411 70000/20	Model: 7FBE18		
		Max Lift Capacity: 1400 kg		
		Max Lift Hight: 4700mm		
		Frame No: 55481		
Lot 004	RMP/0004/25	2006 Mitsubishi Forklift, Electric Model: FB25K-PAC		
		Max Lift Capacity: 1765 kg		
		Max Lift Hight: 4700mm		
		Frame No: EFB8C 50487		
Lot 005	RMP/0005/25	TCM Forklift, Electric		
		Model: FB18-7		
		Max Lift Capacity: 1288 kg		
		Max Lift Hight: 4800mm Frame No: 81E01120		
Lot 006	RMP/0006/25	Conowrap - Unitronics M-90		
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Lot 007	RMP/0007/25	Hyundai H100		
		Reg No:YCD422GP Licence: 2024-12-31		
		Register No: LCF756W		
		Vin No: KMFZBN7BR8U427632		
		Engine No: D4BB8030483		
		Tyres: 30%		
		Kilo's: 227202km		
		Keys: Yes		
		Colour: White Extras: Hi-roof canopy		
		Condition: Starts		
Lot 008	RMP/0008/25	Toyota 7-124 Box body		
		Reg No:ZCP186GP		
		Licence: 2024-12-31		
		Register No: GHR056W		
		Vin No: AHT32BUM207600303 Engine No: 15B1678962		
		Model: 7-124		
		Tyres: 30%		
		Kilo's: 443402km		
		Colour: White		
		Keys: 1 Condition: Starts		
Lot 009	RMP/0009/25	Trolley Jack		
LOT 003	T(WII 70003/23	Unknown make		
		Colour: Yellow		
Lot 010	RMP/0010/25	Trolley Jack		
		Unknown make		
1 04 044	DMD/0044/05	Colour: Blue Forklift Multi Handling Equipment		
Lot 011	RMP/0011/25	Serial No: Multi 243-M		
Lot 012	RMP/0012/25	Hyster Forklift, Electric		
] <u>-</u>		Model: Unknown		
		Max Lift Capacity: n/a		
		Max Lift Hight: n/a		
		Frame No: n/a		
Lot 013	RMP/0013/25	Blue Giant Stacker, Electric		
LUI 013	TAIVII /0013/23	Model: P25T144		
		Max Lift Capacity: 1134 kg		
		Max Lift Hight: 3700 mm		
		Frame No: B0237		

TENDER ITEMS				
LOT NO	BU NO.	DESCRIPTION	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)	
_ot 014	RMP/0014/25	2012 Flexi Stacker, Electric		
		Model: G4 AC		
		Max Lift Capacity: n/a kg		
		Max Lift Hight: n/a mm		
		Serial No: 126045		
		Hawker Life Tech battery charger		
Lot 015	RMP/0015/25	2014 Bendi Stacker, Electric		
		Model: B318-9000TT		
		Max Lift Capacity: 950-1600 kg		
		Max Lift Hight: 7150 mm		
		Serial No: TL9983		
		Power Switch battery charger		
Lot 016	RMP/0016/25	2007 Linde Stacker, Electric		
		Model: RR B5CC		
		Max Lift Capacity: 1400 kg		
		Max Lift Hight: 4695 mm		
		Serial No: MTB023		
_ot 017	RMP/0017/25	2008 BT Stacker, Electric		
		Model: RR B5CC		
		Max Lift Capacity: 950-1600 kg		
		Max Lift Hight: 7150 mm		
		Serial No: 6017912/2007		
		Intelligent SP201C battery charger		
_ot 018	RMP/0018/25	Battery pack		
_ot 019	RMP/0019/25	Battery pack		
		Serial No: HCB13826		