

Notice and Invitation to Bid: PA-04 (GS)

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF PROPOSED DISPOSAL OF ERF8866 CAPE RD, 8 HADLEY STREET, ELSIES RIVER, CAPE TOWN

Project title:					ROPOSED DISPOSAL O RIVER, CAPE TOWN	F ERF8866 CAPE RD, 8 H	ADLEY STREET, ELSIES		
Bid no:					CPTSC06/22				
Ad	vertis	sing	date	•	24/10/2022	Closing date:	14/11/2022		
Clo	sing	tim	e:	-	11H00	Validity period:	365 days		
Onl	y bid	ders	who	are resp	onsive to the following respo	onsiveness criteria are eligib	le to submit bids:		
	1.				er must be properly received mpleted and signed in ink.	on the bid closing date and	time specified on the invitation,		
	2.			Submis		turnable schedules / docum	ents as per (PA-09 (GS)): List of		
	3.	I				nts claim form in terms of the P	referential Procurement Regulations		
	4.			***************************************	ance to Local Production an	d Content requirements as p	per PA36 and Annexure C		
	5.	l		Regist	ration on National Treasury's	s Central Supplier Database	(CSD)		
	6.	[Compli	ance with Pre-qualification o	riteria for Preferential Procu	rement		
	7.		\boxtimes		correction fluid is prohibited				
	8. Submission of offer to purchase (REMS -01)								
	9.	9. Submission of DPW 16 (EC). Tender clarification meeting certificate as proof of your attendance of compulsory meeting					icate as proof of your		
	10.			Only S	A citizens: SA ID documents	3			
	11.	[\boxtimes		ssion of PA 11 :bidder's disc ssion of procurement points				
indi belo	icate ow do	adn cun	ninistr nents (ative req where ap	uirements applicable for thi plicable.	is tender. Tenderers may be	e required to submit the		
1			Any c or PA	orrection 15.2 reso	to be initialled by the person au olution of board/s of directors / o	thorised to sign the tender doc or PA15.3 Special Resolution o	umentation as per PA 15.1 f Consortia or JV's .		
2	\boxtimes		joint v	ission of enture, a enture.	applicable (PA-15.1, PA-15.2, uthorising a dedicated person(PA-15.3): Resolution by the le s) to sign documents on behal	egal entity, or consortium / If of the firm / consortium /		
3		ı	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.						
4		l	Submission of (PA-29): Certificate of Independent Bid Determination.						
5			Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.						
6			Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).						
7			Subm	ission of r	record of attending compulsory	virtual bid clarification / site ins	pection meeting.		
8	\boxtimes		S ubm	ission of	f copy of ID/ mariage certific	ate (if applicable)	- Villagian		
9	\boxtimes		Tax o	lrearanc	e or SARS PIN	MAC.			
10			Speci	fy other	responsiveness criteria				
11		1	Specify other responsiveness criteria						

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2 🔲	Specify other responsiveness criteria	
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Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

	A tenderer having stipulated minimum B-BBEE status I	evel of contributor:
	□Level 1	
	or	
	Level 2	
	│ or │ □Level 3	
	Lirever 3	
	An EME or QSE	
	A tenderer subcontracting a minimum of 30% to:	
	☐ An EME or QSE which is at least 51% owned by black per ☐ An EME or QSE which is at least 51% owned by black per ☐ An EME or QSE which is at least 51% owned by black per ☐ An EME or QSE which is at least 51% owned by black per ☐ An EME or QSE which is at least 51% owned by black underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black peop ☐ An EME or QSE which is at least 51% owned by black veterans ☐ An EME or QSE;	ople who are youth ople who are women ople with disabilities ock people living in rural or
This hid will be ov	alusted apporaing to the professorial procurement of	adalia the DDDEA.
	aluated according to the preferential procurement mreference point scoring system)	lodel in the PPPFA:
(тик арричарте рг	reference point scoring system)	
80/20 Preference p	points 90/10 Preference points scoring Either 80/20	or 90/10 Preference points
scoring system	system sco	ring system
	w/above R 50 000 000 is selected, the lowest acceptable	tender will be used to
determine the appli	cable preference point system.	
Note: Functionality w	vill be applied as a prequalification criterion. Such criteria is us	sed to establish minimum
	after bids will be evaluated solely on the basis of price and pre	
Wilnimum Tunctional	ity score to qualify for further evaluation:	
Functionality criteria	a:	Weighting factor:

- AL		
		The second secon
		PANAMINAMINA
~~~		
Total		100 Points

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tenderer".

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Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of	Number of Points	Number of Points (80/20
Contributor	(90/10 system)	system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

## **COLLECTION OF BID DOCUMENTS:**

$\boxtimes$	Bid documents are avai	lable for free	download	on e-Tender	portal
	www.etenders.gov.za				

Alternatively; Bid documents may be collected during working hours at the following address Customs House, Lower Heerengracht Street, Foreshore, Cape Town, 8000. A non-refundable bid deposit of R 0 is payable, (Cash only) is required on collection of the bid documents.

A *compulsory* pre bid meeting with representatives of the Department of Public Works will take place at Customs House on 31/10/2022 starting at 11h00 am. Venue Dome. (if applicable)

### **ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

DPW Project Leader:	Singatha Maholwana	Telephone no:	021 402 2111
Cell no:	076 423 7538	Fax no:	086 272 6023
E-mail:	singatha.maholwana@dpw.gov.za		

#### **DEPOSIT / RETURN OF BID DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.



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Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms -

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 Cape Town i8000	OR	Customs House Lower Heerengracht Street Foreshore, Cape Town Tender Box Main entrance Ground Floor
ATTENTION: PROCUREMENT SECTION: ROOM 941  POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT	THE PARTY OF THE P	

### COMPILED BY:

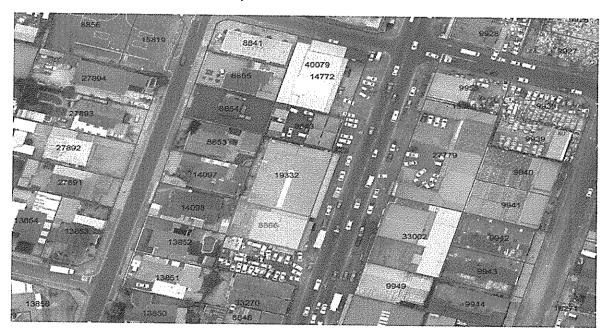
Singatha Maholwana	CMahlee	Project Leader	24/10/2022
Name of Project Leader	/ Signature	Capacity	Date



# **INVITATION TO SUBMIT OFFERS**

BID NUMBER:CPTSC06/22 CLOSING DATE: 14/11/2022

# PROPOSED DISPOSAL OF ERF 8866, CAPE RD, 8 HADLEY STREET, ELSIES RIVER, CAPE TOWN



Complusory briefing will be on the 31 October 2022 at the Customs House, Dome Level 3 @11H00

Viewing of the property will be on the:----

# **Enquiries:**

Singatha Maholwana Disposals Management

Tel: 021402111

Email: Singatha.maholwana@dpw.gov.za

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### **INVITATION TO SUBMIT OFFERS**

2 PROPOSED DISPOSAL OF ERF 8866, CAPE RD, 8 HADLEY AVENUE, ELSIES RIVER, CAPE TOWN

Notice is hereby given in terms of the provisions of the National Department of Public Works and Infrastructure Act, 1961 (Act 48 of 1961) ("the Act") and its Regulations that it is the intention of the National Department of Public Works and Infrastructure, to dispose of the above-mentioned property.

Closing date and time: All offers should be submitted before 11:00 on 14/11/2022. Offers must be deposited in the tender box situated at Customs House, Heerengracht Street, Foreshore, Cape Town. Offers submitted after the closing date and time will not be considered.

It should be noted that the Department of Public Works and Infrastructure (NDPWI) is under no obligation to accept the highest or any offers. Offers will be adjudicated in terms of the provisions of the policy of the NDPWI for the disposal of fixed assets. Full details are set out in the offer document. Interested parties are invited to attend the opening of offers shortly after the closing time. Adjudication will take place at a later stage.

Please note that offers, which are not submitted in a properly sealed and marked envelope and / or not deposited in the relevant tender box and/or after the closing date and time, will not be considered. **Faxed** or **E-mailed offers will not be considered.** 

Compulsory briefing of the property will take place on the 31/10/2022

The National Department of Public Works and Infrastructure is not bound to accept any offer and reserves the right to accept any offer in whole or in part. **No conditional offers will be accepted.** 

### 3 LOCATION

The property is situated at **Erf 8866 [8 HADLEY AVENUE, ELSIES RIVER, CAPE TOWN**], in extent of **630** square metres. Attached are locality plans marked **Annexure "A"** as well as a copy of Title Deed No T54134/1987 attached as **Annexure "B**"

Note: Property will be sold Voets Toets

The Bidders should also note that the property is illegally occupied and the Department is in the process of getting the illegal occupants out of the property.

### 4 GENERAL INFORMATION

The current zoning status of the property is Residential zone:

### 5 CONDITIONS OF DISPOSAL/OFFER REQUIREMENTS

- (i) The Bidder must complete, initial and sign all documentation including the Offer to Purchase (marked as REMS-01) that forms part of this offer documentation.
- (ii) A complete set of documents must be returned
- (iii) Only offers equal or higher than the market value of the property, as determined by an independent Valuer, will be considered and evaluated.
- (iv) The successful bidder will be selected by the Regional Office of NDPWI Cape Town as per criteria outlined on the document on the basis of its assessment of the offers that have been submitted.
- (v) The Department at its sole discretion reserves the right to interview any of the qualified bidder for clarification on any issue pertaining to their respective offer documentation and to further negotiate with the successful bidder on any aspect related to the offer.
- (vi) A deposit of 10 % (ten percent) of the Purchase Price shall be paid by the Purchaser within 30 (thirty) days after the Purchaser has been informed in writing that the Purchaser's offer was accepted.
- (vii) A reasonable cancellation fee will be payable by the Purchaser and will be set off against the deposit in the event of a breach of contract by the Purchaser that leads to a cancellation of the Offer/Deed of Sale.
- (viii) All Bidders as part of their offers must submit substantial written valid confirmation from a reputable Financial Institution that he/she/they has/have access to sufficient funds for the purchase of the property to the National Government's satisfaction. Only valid original or valid certified copy by the commissioner of oath will be considered. The bidder should submit a pre-bond approval by the bank.
- (ix) The balance of the purchase price shall be paid against registration of transfer of the property into the name of the successful Bidder

- (x) If the bidder is an individual, proof of residence, a certified copy of the Identification document and original six (6) month bank statement must be submitted with the bid documentation.
- (xi) The successful bidder will take transfer of the property as set out in the deed of sale. In the event that there is a delay on the part of the purchaser to take transfer of the property, the Department will have the right to claim interest on the purchase price at an interest rate as determined by the Treasury.
- (xii) The purchaser will be responsible for all costs and processes to obtain all further approvals required by the Local Authority to use and develop the property.

## 6 CONDITIONS PERTAINING TO THE SUBMISSION AND EVALUATION OF OFFERS

- a. The submission of an offer shall presume complete acceptance of all the conditions and requirements stipulated in this document.
- b. The Bidder shall be deemed to have acquainted himself / herself of all conditions, requirements and circumstances affecting the property.
- c. Bids shall remain open and valid for acceptance by NDPWI for a period of 12 (twelve) months calculated from the date of closure of the offer. The NDPWI however maintains the right to negotiate an extension of time and conditions.
- d. Offers are to be submitted in a sealed envelope indicating the full particulars and offer number (as stated in the notice) for which it is submitted.
- e. The bidder will be given 30 days to raise the capital and if after 30 days the capital is not raised yet, then the department will move to the next bidder
- f. The applicant must ensure that offers are deposited in the correct offer box (as indicated in the offer notice), at the following address:

Customs house Heerengracht Street Foreshore Cape Town 8001

- g. Any Bid received after the closing date and time for receipt of this offer (as indicated in the notice), and / or which do not include all the required information as indicated in this document above, will not be considered.
- h. The NDPWI is not liable for any costs incurred in the preparation and submission of offers.

## 7 TARGET MARKET

7.1 The Department prefers to sell its property to the **First Time buyers** (people who never own any property); **Youth** (35 years and below); **Disability** (a doctors certificate is required); **Military Veteran** (proof is required).

## 8 ENQUIRIES

Enquiries related to the purchase of this property can be directed to Singatha Maholwana of the Directorate: Real Estate Management Services: Disposals on contact telephone (021) 402 2111 email Singatha.maholwana@dpw.gov.za.

## 9 LIST OF RETURNABLE DOCUMENTS

### COMPULSORY RETURNABLE DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

(Mark the "Returnable document" column to indicate which documents must be returned with the tender)

Tender document name	Number of pages issued	Returnable document
Locality Plan (Annexure A)	2	No
Title Deed (Annexure B)	8	No
Offer To Purchase (Annexure C)	8	Yes
Procurement Point (Annexure D)	8	Yes
Valid Tax Clearance Certificate issued by the South African Revenue Services	-	Yes
Bidder's Disclosure (PA 11)	8	Yes
Certified copy of Identity Document(s)	-	Yes
Certified copy of Marriage Certificate	-	If applicable
Proof of funding		Yes
Proof of Residential Address	-	If applicable
SARS PIN or Valid Tax Certificate	-	Yes

FAILURE TO PROVIDE ALL THE DOCUMENTATION LISTED ABOVE, AT TIME OF CLOSURE OF THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITH NO RECOURSE WHATSOEVER



# **DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE**

Project title:		D DISPOSAL O ER, CAPE TOW		PE RD, {	B HADLEY STREET,
Tender no:	CPTSC06/2	2 R	eference no:		
Closing date:	14/11/2022				
			-		
This is to certify that I,					representing
					in the company of
			\	visited th	ne site on: 31/10/2022
certify that I am satisfied w meeting and that I underst contract.					
Name of Tender	er	Signatu	e		Date
			•		
Singatha Maholw	ana				
Name of DPW Repres	entative	Signatu	· <u>a</u>		Date



# PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of *Directors / Members / Partners of:

Legall	y correct full name and registration number, if applica	able, of the Enterprise)	
-leld a	at	(place)	
on _		(date)	
RESC	DLVED that:		
	he Enterprise submits a Bid / Tender to the	Department of Public Works in re-	spect of the following project:
	to Encorprise submite a Dia? Ferider to the	Department of Fubile Works in re-	spect of the following project.
	roject description as per Bid / Tender Document)		
В	d / Tender Number:	(Bid / Tender Nu	mber as per Bid / Tender Document)
2. *N	Лr/Mrs/Ms:		
in	*his/her Capacity as:		(Position in the Enterprise)
	nd who will sign as follows:		
co ai	e, and is hereby, authorised to sign the prrespondence in connection with and relative and all documentation, resulting from pove.	ating to the Bid / Tender, as well	as to sign any Contract, and
	Name	Capacity	Signature
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### PA-15.1: Resolution of Board of Directors

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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this

## document being signed. Note: **ENTERPRISE STAMP** * Delete which is not applicable. NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto). Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto). Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.



## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO **CONSORTIA OR JOINT VENTURES**

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of: (Legally correct full name and registration number, if applicable, of the Enterprise) on (date) RESOLVED that: 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises: (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture) to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: (Bid / Tender Number as per Bid / Tender Document) *Mr/Mrs/Ms: ____ in *his/her Capacity as: (Position in the Enterprise) and who will sign as follows: be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above: Physical address:

_____ (code)



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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

#### Note:

- * Delete which is not applicable.
- NB: This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- 4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### **ENTERPRISE STAMP**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT **VENTURES**

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/ioint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture) Held at ______(place) **RESOLVED that: RESOLVED that:** The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document)

Bid / Tender Number: (Bid / Tender Number as per Bid / Tender Document)



## PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:	
	in *his/her Capacity	as:(Position in the Enterprise)
	and who will sign as	follows:
	connection with and	uthorised to sign the Bid, and any and all other documents and/or correspondence in relating to the Bid, as well as to sign any Contract, and any and all documentation, vard of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
C.		stituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct ne name and style of:
D.	the obligations of the	ne Consortium/Joint Venture accept joint and several liability for the due fulfilment of Consortium/Joint Venture deriving from, and in any way connected with, the Contract Department in respect of the project described under item A above.
E.	agreement, for wha Notwithstanding suc	es to the Consortium/Joint Venture intending to terminate the consortium/joint venture tever reason, shall give the Department 30 days written notice of such intention. In decision to terminate, the Enterprises shall remain jointly and severally liable to the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under
F.	Enterprises to the C	e Consortium/Joint Venture shall, without the prior written consent of the other onsortium/Joint Venture and of the Department, cede any of its rights or assign any or the consortium/joint venture agreement in relation to the Contract with the to herein.
G.	purposes arising fro	ose as the domicilium citandi et executandi of the Consortium/Joint Venture for all m the consortium/joint venture agreement and the Contract with the Department in t under item A above:
	Physical address:	
		(Postal code)
	Postal Address:	
		(Postal code)
	Telephone number:	



### PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

## Note:

- 1.
- * Delete which is not applicable.

  NB: This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
- Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space
- available above, additional names, capacity and signatures must be supplied on a separate page.

  Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

# **ANNEXURE A**

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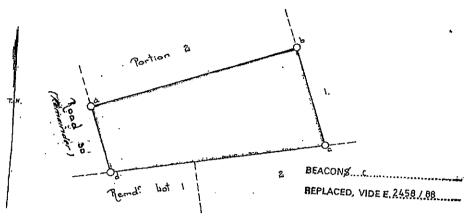
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s. c. no. 11139/46

Approved

L. W. Pen /Surveyor-General. - 5 MAY 1947

Beacons.



ERF 8866. GOODWOOD

ME'R C AREA 630 SQUARE METRES

The figure abed

represents

b358

square Feet of land being

C. H. Epping Forest Estate

situate in the Division of Capa.

Surveyed in

Province of Cape of Good Hope

Land Surveyor.

This diagram is annexed to Cert. Her 1.T151e T.57969/1984

In favour of

The original diagram is No. /1/38 / 46 amexed to

T.52967/1984

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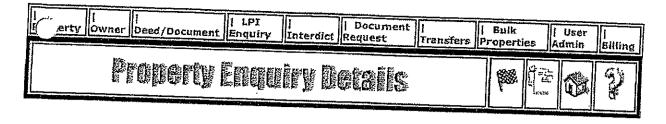
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Registrar of Deeds

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8866.

# **ANNEXURE B**



Property enquiry results for "goodwood" in the Deeds Registry at "CAPE TOWN"

Property detail:	
Deeds registry	CAPE TOWN
Property type	ERF
Township	
Erf number	GOODWOOD 8866
Portion	
Province	0
Registration division/Administrative district	WESTERN CAPE
Local authority	
Previous description	CAPE TOWN MUN PTN OF 8864
Diagram deed number	T52969/1984
Extent	<del></del>
LPI Code	630.0000 SQM C01600190000886600000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Salar St	Document
T54134/1987	19871110	19870908	R29945 00	1987 1339 0840	copy?
			1 (20040.00	1307 1339 0840	Yes

Owners detail:

Document	Full name	ldentity Number	Share	Person Enquiry?
T54134/1987	REPUBLIEK VAN SUID- AFRIKA	-	_	Enquiry? Yes

# **Endorsements / Encumbrances:**

No data found for this query!

History:

Document	Holder Amount Microfilm reference Document copy?	7
•		1

T52969/1984 HOUSING LEAGUE - 1987 1339 0824 Yes

Back to top of page

Requested by 99475 with user reference None on: Tuesday, 01 April 2008 18:35

DeedsWeb Version 4.0.0

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# Transportakte

TEN GUNSTE VAN

REPUBLIEK VAN SUID-AFRIKA

GEDATEER 10 NOVEMBER 1987 Nr. T 54134/87

# SYFRET GODLONTON-FULLER MOORE ING.

*

Mpy. Reg. Nr. 78/00804/07 PROKUREURS · NOTARISSE · AKTEBESORGERS POSBUS 695, KAAPSTAD TELEFOON 24-7030 TELEKS 5-26545 SYFRET GODLONTON-FULLER MOORE ING.

Mpy. Reg. No.: 78/00804/07

Prokureurs, Notarisse en Transportbesorgers

KAAPSTAD

Opgestel deur my,

T. C. ROBERTSON

54134 87

Hierby word bekendgemaak:

ANTHONY JOHN-NOYES PLUMMER MICHAEL RUDDES COLLINS

voor my, Registrateur van Aktes, te Kaapstad, verskyn het, hy, die genoemde Komparant, synde behoorlik daartoe gemagtig deur 'n volmag aan hom verleen deur

HOUSING LEAGUE

(Mpy Nr 05/01590/08)

(Ingelyfde Vereniging sonder winsoogmerk)

gedateer die 29ste September 1987 en geteken te KAAPSTAD

en genoemde Komparant het verklaar dat sy voormelde prinsipaal/prinsipale op die 8ste September 1987 werklik en wettiglik verkoop het, en dat hy, in sy voornoemde hoedanigheid, hierby in

volkome en vrye eiendom sedeer en transporteer aan en ten gunste van

## REPUBLIEK VAN SUID-AFRIKA

Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes.

ERF 8866 GOODWOOD, in die Plaaslike Gebied van 1. ELSIESRIVIER, Afdeling KAAP. GROOT: 630 (SESHONDERD EN DERTIG) Vierkante Meter. AANVANKLIK OORGEDRA EN NOG GEHOU kragtens Sertifikaat van Geregistreerde Titel Nr T 52969/84 met kaart nr 11139/46 wat daarop betrekking het. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T 9613/1913.

ERF 8867 GOODWOOD, in die Plaaslike Gebied van ELSIESRIVIER, Afdeling KAAP. 706 (SEWEHONDERD EN SES) Vierkante Meter AANVANKLIK OORGEDRA EN NOG GEHOU kragtens Sertifikaat van Geregistreerde Titel Nr T 52970/84 met kaart nr 11140/46 wat daarop betrekking het. ONDERHEWIG aan die voorwaardes waarna verwys word in; Transportakte Nr T 9613/1913.

ERF 8868 GOODWOOD, in die Plaaslike Gebied van ELSIESRIVIER, Afdeling KAAP. 706 (SEWEHONDERD EN SES) Vierkante Meter GROOT: AANVANKLIK OORGEDRA EN NOG GEHOU kragtens Sertifikaa van Geregistreerde Titel nr T 52971/84 met kaart nr 11141/46 wat daarop betrekking het.

ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr. T 9613/1913.

6)



4. ERF 8869 GOODWOOD, in die Plaaslike Gebied van ELSIESRIVIER, Afdeling KAAP.

GROOT: 695 (SESHONDERD VYF EN NEGENTIG)
Vierkante Meter

AANVANKLIK OORGEDRA EN NOG GEHOU kragtens Sertifikaat van Geregistreerde Titel Nr T 52972/84 met kaart nr 11142/46 wat daarop betrekking het.

ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T 9613/1913.

5. ERF 8723 GOODWOOD, in die Plaaslike Gebied van ELSIESRIVIER, Afdeling KAAP.

GROOT: 991 (NEGEHONDERD EEN EN NEGENTIG)
Vierkante Meter

in Transportakte Nr T 9613/1913.

AANVANKLIK OORGEDRA kragtens Transportakte Nr T7370/1935 met kaart wat daarop betrekking het en GEHOU kragtens Transportakte Nr T 1108/1943.

ONDERHEWIG aan die voorwaardes waarna verwys word

GEKLEUNDE GROEP GROEP GROUP TRANSPORTGEWER

voorheen op genoemde eiendom gehad het, en gevolglik ook erken dat TRANSPORTGEWER

geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie Akte, die gesegde TRANSPORTNEMER

Sy Erfgename Eksekuteurs, Administrateurs of Regverkrygendes tans is en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat; en ten slotte erken hy dat die hele Koopsom ten bedrae van R29 945,00 (NEGE EN TWINTIGDUISEND NEGEHONDERD VYF EN VEERTIG RAND)

behoorlik betaal, of verseker is.

Uen Beungse waarvan ek, genoemde Registrateur, tesame met die Komparant, q.q., hierdie Akte onderteken en met die Ampseël bekragtig het.

Aldus gedoen en verly op die Kantoor van die Registrateur van Aktes, te Kaapstad, op hede die 10 Dag van die Newender Maand in die jaar van Ons Heer Neëntienhonderd Sewe en Tagtig (1987)

In my teenwoordigheid

q.q.

Geregistreer in die Register van

Boek

(

Bladsv

Klerk in Bevel

Registrateur van Aktes

# **ANNEXURE C**

# OFFER TO PURCHASE AND DECLARATION

OFFER TO PURCHASE						
1	Name of Bidder					
		Cell:		Tel:		
2	Contact Details	Email:				
3	Company Name					
4	Offer Price		Ran	d		
	Amount					
DEC	CLARATION OF INT		10			
herewith declare that, the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me.  I undertake to inform you any changes in these circumstances, including if an issue arise during the course of the open tender process.						
l	ned on this	day of		in		
Sigr	nature:		······			
Rep	resentative Name: ₋			<del></del>		
Posi	ition					

# **ANNEXURE D**

# ANNEXURE D

#### PROCUREMENT POINT

Procurement points will be given to bidders who are:

POINTS	YES/NO
50	
30	
20	<u> </u>
	30

First preference will be given to the bidders who reached 50 points

Second preference will be given to the bidders who reached 30 points

Third preference will be given to the bidders who reached 20 points

If preference points has been claimed or obtained on a fraudulent basis or any of the condition of Bid have not been fulfilled, the Department may, in addition to any other remedy it may have-

- a. Disqualify the bidder from the bidding process,
- b. Cancel the Bid and claim any damages which the Department has suffered as a result of having to make less favourable arrangements due to such cancellation,
- c. Restrict the bidder who acted on a fraudulent basis, 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.

## **DECLARATION WITH REGARD TO PROCUREMENT POINTS CLAIMED**

I/we, the undersigned, certify that the points claimed is true and correct

Name of Bldder:	 · 10/49	 
Signature:	 MAN S	 
Date:		

# **ANNEXURE E**



## PA-11: 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 interest (1) 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
	- VA VIII	
***************************************		
	***************************************	
TOTAL COLOR		
, , , , , , , , , , , , , , , , , , ,		
1979Auri Malaini		

⁽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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 1 of 3 For External Use Effective date 5 July 2022 Version: 2022/03

YES / NO



who is employed by the procuring institution?

2.2

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:
0 B	
3 D	ECLARATION
	I, the undersigned, (name)
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
3.3	not to be true and complete in every respect;  The bidder has arrived at the accompanying bid independently from, and without
	consultation, communication, agreement or arrangement with any competitor.
	However, communication between partners in a joint venture or consortium 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.
3.5	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.
3.6	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.
2 Joi	nt venture or Consortium means an association of persons for the purpose of
combi	ning their expertise, property, capital, efforts, skill and knowledge in an

Do you, or any person connected with the bidder, have a relationship with any person

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 3 For External Use Effective date 5 July 2022 Version: 2022/03

activity for the execution of a contract.



3.7 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

This form has been aligned with SBD4



# AGREEMENT OF SALE

made and entered into by and between

# THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF PUBLIC WORKS

Herein represente	d byin his capacity as Director			
Property Manage	ment (Cape Town) in the Department of Public Works			
	duly authorised thereto by the Minister of Public Works by virtue of a			
	ower of Attorney PA 139/1989 registered in the Office			
	Deeds, Cape Town on 16 February 1989.			
or the registrar or	Deeds, Superforming to reducing 1989.			
Charainafter referre	ed to as the SELLER)			
(Herematier referre	as the SELLER)			
1.				
1.				
(herein represente	ed by in his consoity as of the			
	by of the			
AND THE PERSON NAMED IN COLUMN TWO IN COLUMN TO SERVICE AND ADMITTAL TO SERVIC	being duly appointed thereto by the governing body			
and instinembers t	to as the (PURCHASER)			
MATERIA				
WHEREAS	Farm/Erf (in extent) situated in,			
****	Province of Western Cape is State-owned property			
	and is held by the National Government vide Deed of			
	Transfer T			
	(hereinafter referred to as the "Property")			
WHEREAS	The SELLER is prepared to sell the Property to the			
	PURCHASER and the PURCHASER is prepared to			
	purchase the Property from the SELLER,			

Now therefore the parties agree as follows:

## 1. PURCHASE PRICE

- 1.1 The SELLER agrees to sell the Property to the PURCHASER for the purchase price of **R....** (.....rands).
- 1.2 It is hereby recorded, that the Department of Land Affairs will be responsible to pay all costs incidental to the transaction, on behalf of the Purchaser. The purchase price is payable by the purchaser to the seller on the date of registration of transfer and in the interim secured by a bank guarantee by a registered bank and payable commission fee at Cape Town. The original guarantee must be delivered to the offices of the SELLER within 21 (twenty one days from the date that the last signature is affixed to this Agreement.
- 1.3 The provision of a bank guarantee (referred to in clause 1.2) is a suspensive condition to this Agreement, and as such failure to provide the guarantee within the stated time-period, shall result in the lapse of this Agreement, and hence render the Agreement of no force and effect.

# 2. VALUE ADDED TAX/TRANSFER DUTY

It is herewith recorded that the SELLER is not registered as a VAT vendor in terms of the VAT Act, 1991. For purposes of the sale of this Property, the PURCHASER shall be liable to pay transfer duty, in terms of the Transfer Duty Act, 1949.

# 3. **REZONING, SUBDIVISION & TRANSFER COSTS**

The PURCHASER shall be liable for the payment of any and all costs related to the transfer of the Property into the name of PURCHASER as well as all costs relating to the rezoning and/or subdivision of the Property, if applicable. The PURCHASER shall have no claim against the SELLER for the reimbursement of any costs incurred herein.

# 4. RATES & MUNICIPAL LEVIES

The PURCHASER shall be liable for the payment of the rates and levies from date of possession. The PURCHASER shall reimburse the SELLER for any amounts for property rates or levies, which amounts have been paid up, beyond the date of possession by the Seller.

## 5. **VOETSTOOTS**

The Property is sold "voetstoots" (as it stands) and the PURCHASER acknowledges having visited and inspected the Property and is fully acquainted with the state and condition thereof. The PURCHASER shall not hold the SELLER liable for any defects, patent, and latent or otherwise in the Property nor any damages occasioned to or suffered by the PURCHASER by reason of any such defect.

# 6. DATE OF POSSESSION & OCCUPATIONAL RENTAL

- 6.1 It is hereby recorded that the PURCHASER took possession and occupation of the Property, on the registration of transfer from which date all risks, profit and loss in respect of the Property shall pass, to the PURCHASER, whom shall be liable for the payment of rates and levies in respect of the property from such date.
- 6.2 Should the purchaser take occupation of the property prior to the date of registration, the Purchaser in consideration of such occupation shall pay occupational rental to the Seller for the duration of such occupation. Such occupational rental shall be equal to 6 % (six percent), of the purchase price of the Property per anum and shall be payable monthly in advance

# 7. **RESTITUTION CLAIMS**

The SELLER hereby declares that the Property is not subject to land claims in terms of the Restitution of Land Rights Act, 1994 as evidenced by the written confirmation from the Regional Land Claims Commissioner (Cape Town).

# 8. CERTIFICATES TO BE PROCURED BY PURCHASER

The Seller shall not be responsible for obtaining a beetle-free certificate and electrical compliance at its own cost. The SELLER

shall not be held responsible for any costs emanating from any replacement/repair work, which may be required, as a result of the issuing of any of the above certificates.

## 9. **BREACH**

Should the Purchaser fail to make any payments provided for herein, or otherwise commit a breach of any of the conditions hereof, and remain in default for 7 (SEVEN) days after despatch of a written notice by registered post, requiring him/her to make such payment or to remedy any other breach, the Seller shall be entitled to, and without prejudice to any other rights available at law:

- 9.1 claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this Deed of Sale; or
- 9.2 cancel this Deed of Sale and retain all amounts paid by the Purchaser as roukoop or a genuine pre-estimate of damage suffered by the Seller, and furthermore the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he may have caused on the property, whether with or without the Seller's consent; and
- 9.3 claim payment of the arrear occupational interest due under this Deed of Sale, which will be regarded as a portion of the pre-estimated damage.
- Alternative to the above, the Seller shall be entitled to cancel this Deed of Sale and to recover any damage that he may have suffered as a result of the breach of the Purchaser, from the Purchaser

## 10 DISPUTE RESOLUTION

For the purpose of resolving any dispute that may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court. This clause shall be deemed to constitute

the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Court Act, 1944 or any amendment thereof, provided that the Seller shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the aforegoing, would exceed the jurisdiction of the magistrate's court.

## 11 COMPLIANCE WITH LAWS

The PURCHASER and SELLER shall be bound to comply with the provisions of any law and/or by-law applicable in the municipal jurisdiction in which the Property is situated, as well as any other legislation that places an onus on either Party regarding the sale of; alternatively the utilisation of the said Property.

## 12 MINERAL RIGHTS

The sale of the Property Shall be subject to the condition that all rights to precious stones, precious metals, base minerals and natural oil and gas on or below the Property are reserved by the SELLER.

## 13 INDEMNITY

The PURCHASER hereby specifically indemnifies the SELLER against any liability, loss or claim, whether arising in common law or by Statute, consequent against personal injuries to or the death of any person whether arising out of or caused by improvements on the Property, or any other cause whatsoever.

# 14 AMENDMENT OF CONTRACT

Any addition to or deletion or amendment of this Agreement shall be null and void unless made in writing and signed by both Parties.

## 15 NOTICES AND DOMICILIA

15.1 The Parties choose the addresses set forth hereunder as their respective domicilia citandi et executandi for all purposes arising out of this Agreement and as their respective addresses for service of any notices required to be served upon them hereunder—

## **SELLER**

# PHYSICAL ADDRESS

C/O Director Estate Management Services (Cape Town)
National Department of Public Works and Infrastructure
Customs Building, Heerengracht, Foreshore, Cape Town, 8000

## **POSTAL ADDRESS**

Private Bag X9027, Cape Town, 8000

TEL (021)

FAX

## PURCHASER

TEL:

Shall serve as their respective domicilium citandi et executandi

- 15.2 Any notice or other communication given by any of the Parties in terms of or arising from this Agreement to the other, shall be deemed to have been received by the addressee thereof:
- 15.2.1if delivered by hand to the domicilium citandi et executandi of that Party on the date of such delivery,
- 15.2.2if delivered by facsimile, the printed date reflected on the facsimile report; and
- 15.2.3 if sent by pre-paid registered post to the domicilium citandi et executandi, five (5) days after the date of posting.
- 15.3 Either Party shall be entitled at any time to vary the address chosen by it as set forth by written notice to the other of them to that effect.

THUS DONE AND SIGNED BY THE	E SELLER AT	
ON THIS	DAY OF	2

SELLER FOR THE NATIONAL DEPARTMENT OF PUB	LIC WORKS
WITNESSES	
1 2	••••••
THUS DONE AND SIGNED BY THE PURCHAS	SER AT
ON THIS DAY OF	2022
PURCHASER/S	
<b>WITNESSES</b> 1	