

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 1 of 88

<p>TENDER NO: 47F/2023/24</p> <p>TENDER DESCRIPTION: TENDER FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE</p> <p>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT NOT EXCEEDING THIRTY SIX (36) MONTHS</p>

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 16 October 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 153

TENDER FEE: [R200] Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
1
2
3

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**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

- TENDER ADVERTISED** : **08 September 2023**
- SITE VISIT/CLARIFICATION MEETING** : **27 September 2023**
(Compulsory)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **5 ADDERLEY STREET, CAPE TOWN CITY CENTRE**
- TENDER BOX & ADDRESS** : **Tender Box 153 as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.**
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 47F/2023/24 : TENDER FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE** , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE [Name: Nomzamo Mlungu.....]
Tel. No.: (021) 400 1655.....]
Email: Nomzamo.Mlungu@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of **thirty six months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby

Standby Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby bidder in terms of the procedures included its SCM Policy.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town. Alternatively, via EFT into the City's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

In the event where you do not have a Municipal account with the City, the fee may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy."

2.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Responsiveness Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compliance with additional requirements of CCT

Only those tenders that are compliant with the requirements below in their bid submissions will be declared responsive. The information must be provided at Tender Closure.

- a) Tenderers must provide evidence of completing an individual or a phased residential development with a minimum CAPEX of R250 million. Tenderers must provide the relevant practical completion certificates.
- b) Tenderers must provide evidence confirming actual construction completion within 6 months post planned contractual completion as per the development agreement entered into with the relevant parties. This should be motivated with a reference letter from the relevant parties on any type of development concluded within the last 5 years.
- c) Tenderers must provide evidence of managing a minimum of 300 residential units in an individual or phased development which can also be demonstrated through the use of contracted services.
- d) Tenderers must provide a CV of the Project Lead demonstrating a minimum of five years individual experience and expertise in the development of residential properties.
- e) Tenderers must provide evidence of accessing funding from prior development with a minimum CAPEX of R250 million.

- f) Proof of full accreditation from the Social Housing Regulatory Authority (SHRA) and/ or provide a portfolio of evidence confirming prior experience in the development and management of residential properties which can also be demonstrated through the use of external service providers.
- g) Development Concept Plan: Proposed site layout and proposed uses, as contemplated in 2.2.1.1.5.1.1 (a) under Evaluation Areas below. Tenderers should indicate the development yields for the Social Housing and Market Residential (sales and rentals), and bulk allocated for commercial and communal uses. The Concept Plan should be an improvement upon the base information that the City has provided.
- h) Implementation Plan: A programme schedule indicating key steps and milestones as indicated in 2.2.1.1.5.1.1 (b) below. Timeframes should include proposed phasing of the development and clear demonstration that in their phasing approach that they will commence with the Social Housing component in the implementation of the development. Tender submissions including only Market Residential components in the initial development phase will not be considered.
- i) Financial Plan: A financial feasibility model demonstrating which inter alia includes a breakdown of estimated capital costs, revenue streams for the proposed uses, operating costs, funding structure (debt, equity, grant funding, etc).

2.2.1.1.4 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

EVALUATION AREA	EVALUATION SCORING				Max. Points	
	No Response (0)	Poor (40%)	Satisfactory (80%)	Excellent (100%)		
1.0 DEVELOPMENT PLAN						
1.1	Development & Concept Plan	No submission or no improvement on the information provided	A further developed design concept lacking some of the elements required	A further developed design concept with all the elements requested	A further developed design concept with all the elements requested as well as innovative elements	20
1.2	Value to residents	No information provided	Insufficient provision recreational facilities, fibre optics, universal access, sustainability initiatives to reduce utility costs borne by residents	Provision of sufficient recreational facilities, fibre optics, universal access, sustainability initiatives to reduce utility costs borne by residents	Provision of recreational facilities, fibre optics, universal access, sustainability initiatives to reduce utility costs borne by residents and other innovative elements	10
1.3	Integration between the social housing and other market components	No demonstration of integration	Insufficient integration where the social housing is distinguishable from the market components	Narrative and visual expression of spatial integration between Social housing and market components through design	Narrative and visual expression of spatial integration between Social housing and market components through design including other innovative ways of stimulating integration	10
1.4	Implementation Plan	No submission	Demonstrating key milestones and timeframes	Demonstrating key milestones, realistic timeframes & implementation of Social Housing simultaneously with the Market Residential	Demonstrating key milestones, realistic timeframes, that the tenderer will commence with the Social Housing component.	10
1.5	Operational and Urban Management Strategies	No submission	Insufficient information provided	Sufficient information provided	Sufficient information with sustainability strategies in the long-term management of the development	5
1.6	Marketing Strategy	No submission	Insufficient information provided	Sufficient information provided	Sufficient information including strategies based on forecasted local property market trends at time of implementation	5
SUB- TOTAL						60
2.0 FINANCIAL CAPABILITY						
2.1	Financial Feasibility Model (Refer to 2.2.1.1.5.2)	No submission	Insufficient information provided	Sufficient information provided	Sufficient information provided demonstrating innovation	10
2.2	Estimated development cost per social housing unit excluding land value	No submission	Less than R520 000 per Social unit	R520 000- R580 000	Greater than R580 000	5
2.3	Estimated monthly operational cost per social housing unit	No submission	Less than R1 600 per unit	R1 600 – R1 800 per unit	Greater than R1 800 per unit	5
2.4	IRR for the Overall Development	Less than Prime (as at date of tender advert)+ 4.5%	Prime (as at date of tender advert)+ 4.5%	Prime (as at date of tender advert)+ 4.5% up to 20%	> 20%	5
2.5	Cross- Subsidization Approach	No submission	Narrative/ Quantitative justification	Narrative and quantitative justification	Narrative, quantitative justification and innovative approach to cross-subsidisation	5
2.6	Number of Social Housing Units	0	< 200	200-220	> 220	5
2.7	Operational: Debt Service Cover Ratio (DSCR) on Social Housing Component	Not indicated	< 1.3	1.3	> 1.3	5
SUB- TOTAL						40
TOTAL						100

The minimum qualifying score for functionality is **75** out of a maximum of **100**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below. It is important that the submissions received from the tenderers are specific to the proposed development for this tender. Any theoretical and/ or generic submissions will not be considered for awarding functionality points.

2.2.1.1.5.1 EVALUATION AREA: DEVELOPMENT PLANS

All applicable sections and schedules of the tender document must be completed and signed where indicated. In addition, the tender submission must consist of a documented **Proposal Document** which should preferably provide information under the content headings listed below.

2.2.1.1.5.1.1 EVALUATION AREA: DEVELOPMENT PLANS

(a) DEVELOPMENT & CONCEPT PLAN

Tenders should submit a Concept Plan which is an improvement upon the base information that the City has provided (in A3 size- hard and soft copy) of the proposed building(s) showing:

- i) Proposed site layout- Indicative building footprints, paying attention to edges and interfaces with surrounding Property (a plan, a cross-section, a longitudinal section);
- ii) Proposed Uses- extents in square metres, heights, number of storeys, elevations, orientation, number of units specifying Social Housing and Market Residential (sales and rentals), and bulk allocated for commercial and communal uses;
- iii) Parking provisions- Location of parking, number of bays, parking ratio for the different components;
- iv) Main landscaping features, demarcation of recreational spaces;
- v) Traffic and pedestrian movements on the property;
- vi) A three dimensional massing model illustrating the components of the development;
- vii) Relevant Building Cross Sections demonstrating the onsite forms and street relationship;
- viii) Approach to unit layout- typical layout for the proposed unit typologies in the development;
- ix) Design principles in diagrams and/or precedent images ; and
- x) Narrative and visual portrayal of tenure blind design to ensure that the Social Housing component is not overtly distinguishable from the Market Residential component.

The Concept Plan must take into account the land-use management approval conditions, specialist studies undertaken and the design guidelines contained in the Concept Massing Model.

(b) VALUE TO RESIDENTS

The bid submissions should demonstrate additional value created for the residents beyond the provision of the housing units. This should be demonstrated through the provision of recreational facilities, fibre optics, universal access, sustainability initiatives to reduce utility costs borne by residents and other innovative elements provided in the development.

(c) INTEGRATION BETWEEN THE SOCIAL HOUSING AND OTHER MARKET COMPONENTS

Tenderers should provide a narrative and visual expression of spatial integration between the Social Housing and market related components through their design proposals. This may include other innovative ways of stimulating integration between the different market segments within the development.

(d) IMPLEMENTATION PLAN

Tenderers should submit a programme schedule (in MS Project - hard and soft copy) indicating key steps and milestones from the date of Award up to the sale & tenancing of the residential units.

The programme schedule should be based on realistic timeframes for the proposed activities, and should include the critical path and proposed phasing approach with justification.

The following high level activities are envisaged to allow tenderers to expand upon in the compilation of the programme schedule :

- i) Award
- ii) Sale & Project Agreement Signature
- iii) City and Provincial Support for the proposed development
- iv) Concept Development and Site Development Plan
- v) Debt and/or equity funding
- vi) SHRA conditions precedent (CP)
- vii) Building plan submission & approval
- viii) Contract Documentation and Procurement
- ix) SHRA Financial Closure (FC)
- x) Construction
- xi) Sales & Tenanting

(e) OPERATIONAL AND URBAN MANAGEMENT STRATEGIES

In their submissions, tenderers should:

- i) Articulate the proposed basket of facilities management services, physical infrastructure and institutional arrangements that will be adopted to create a safe, secure and clean living environment at various scales (the streets, open spaces; common areas, the building perimeters; and inside the buildings.)
- ii) Provide a narrative and graphic representation on the proposed governance structures and institutional arrangements for the management of the development; fostering of relationships and networks between the residents and the managing entity; and fostering integration between the different income groups.
- iii) Provide a narrative on the strategies that will be adopted to foster integration of the development to the broader urban context which includes, but is not limited to:
 - Infrastructure to connect development to social and economic amenities including public transport
 - Perimeter treatment to integrate the development within the existing urban fabric
 - Fostering social networks between residents and the community
 - Institutional arrangements with relevant neighbourhood level organisations

(f) MARKETING ANALYSIS AND STRATEGY

Tenderers should submit a desktop analysis of comparable recent transactions within the locality to demonstrate that proposed sales and/or rental benchmarks for the market residential and commercial components are achievable and are based on local market conditions.

Tenderers should submit a synopsis of the proposed marketing strategy for the residential market and commercial component including target markets, platforms and channels for engaging with the market, marketing activities, pre-sale targets, projected market take up of sales and rentals informed by local property dynamics.

2.2.1.1.5.1.2 EVALUATION AREA: FINANCIAL CAPABILITY

Tenderers should demonstrate sufficient financial capability and access to finance to develop and manage the Properties, as it relates to the proposal.

(a) FINANCIAL FEASIBILITY MODEL (in MS-Excel 2016 or later version in hard copy and soft copy)-

Tenderers must provide a comprehensive financial feasibility model for the proposed development (with projected first 20-year discounted cashflows) ,which inter alia includes, a comprehensive breakdown of estimated capital costs, revenue streams for the proposed uses, operating costs, funding structure (debt, equity, grant funding, etc), cross-subsidation approach (refer to 2.2.1.1.5.2 (b) below) and net present value (NPV) of the development.

The financial feasibility model should reflect key financial indicators to demonstrate development viability including the Internal Rate of Return (IRR) for the entire development and individual components; and debt-service cover ratio for the Social Housing. The model should be aligned to the programme schedule (refer to 2.2.1.1.5.1.1 (c) above). Tenderers should refer to **(Annexure B)** for a detailed breakdown of the cost elements that should be included in the model.

(b) CROSS-SUBSIDISATION APPROACH - Tenderers should provide a narrative and quantitative motivation for the inclusion of the market residential components to enable the development and sustainability of the Social Housing component. This may include, but is not limited to:

- i) **A capital cross-subsidy** from the net proceeds of sale of the Market Residential to enable the viable development of the Social Housing component and/or

- ii) **An operational cross-subsidy** through the utilisation of a proportion of the rental income stream from the Market Residential to contribute towards the operational management of the Social Housing to ensure the long-term operational sustainability of the Social Housing component.

(c) **RETENTION OF MARKET RESIDENTIAL AS RENTAL STOCK** – Tenderers should demonstrate that a percentage of the Market Residential component will be retained as rental stock for a period of 20 years after the completion of the development. The successful tenderer will only be able to sell the rental stock upon expiry of this period or subject to agreement in writing between the parties. This is considered to be important in facilitating the long-term operational sustainability of the Social Housing component.

The above information should enable the CCT to evaluate “**Financial Capability**”.

2.2.1.1.6 Provision of samples – Not Applicable

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so.

Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1. Broad-Based Black Economic Empowerment Act

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Status Pin issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Pin.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on market valuation, comparative prices would be as tendered on the closing date.

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 5)**.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

Either the 80/20 or 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points. Price shall be scored as follows:

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

Where: P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration;
 P_{max} = Price of highest acceptable bid.

OR

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points. Price shall be scored as follows:

$$P_s = 90 \left(1 + \frac{(P_t - P_{max})}{P_{max}} \right)$$

Where: P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration;
 P_{max} = Price of highest acceptable bid.

Preference points shall be based on the Specific Goal as per below:

Table B1 and B2: (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Preference Points (90/10) <i>Above R50 mil</i>	Evidence
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	3	<ul style="list-style-type: none"> • Company Registration Certification • Identification Documentation • CSD report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	3	<ul style="list-style-type: none"> • Proof of B-BBEE certificate; • Company Registration Certification • Identification Documentation. • CSD report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	1	<ul style="list-style-type: none"> • Proof of disability • Company Registration Certification • Identification Documentation
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			<ul style="list-style-type: none"> •
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	7	3	<ul style="list-style-type: none"> • Proof of B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover
	Total points	20	10	

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative media reports, including social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes
- f) Circumstances where the relevant vendor has employed, or is directed, by anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 <small>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</small>
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.2 Page 25 of 66

TENDER NO: 47F/2023/24

TENDER DESCRIPTION: TENDER FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT NOT EXCEEDING THIRTY SIX (36) MONTHS

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

Individual / Sole Proprietor

Close Corporation

Company

Partnership or Joint Venture or Consortium

Trust

Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ <div style="text-align: center;">(Name & Surname)</div> Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 47F/2023/24 FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 47F/2023/24 FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

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

(5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

LOCATION: PORTION OF REMAINDER ERF 14888, NEW MARKET STREET, FORESHORE

SITE EXTENT: approximately 9 058m²

No.	Property Description	Extent	FINANCIAL OFFER / PURCHASE PRICE		
			Total excluding VAT R	Add VAT (15%) R	Total Including VAT R
1	PORTION OF REMAINDER ERF 14888	9 058m ²			
	Total Offer to Purchase				

Offer to Purchase excl. Vat: (in words)

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

- 5.7. The City reserves the right not to accept any offer;
- 5.8. The City reserves the right to not accept any conditional Tender including any offer where different tender/contract conditions are proposed by the Tenderer;
- 5.9. The bid should make provision for a minimum of 507 residential opportunities and a total bulk area of at least 29 469m². Development proposals are expected to deliver a minimum of 200 Social Housing units. It is envisioned that the inclusion of the market residential units will be for the purposes of cross-subsidizing the high-rise Social Housing development that is envisaged on the property.
- 5.10. The land disposal mechanisms and the basis for calculating the price is governed by Section 14 of the MFMA, which makes provision for the transfer of a capital asset for less than its fair market value, where the community would be better served. In this instance the current market value is estimated at R103 150 000 (excluding VAT). Offers below the market value will be considered, provided the offer is motivated by a comprehensive financial feasibility.
- 5.11. The City will protect its interest in the properties through the reversionary clause to be registered against the Title Deed. In the event the subject properties(ies) are not developed or partially developed or cease to be used for the purpose originally intended, the reversionary rights will be triggered as provided for in the sale agreement. In addition to these reversionary rights or as an alternative to them, the City reserves the right to demand compensation equal to the difference of the actual purchase price and the prevailing market value of the properties.
- 5.12. The price to be demonstrated in real value as well as in terms of percentage of the market value.
- 5.13. The sale's price shall be subject to an escalation of 5% per annum commencing 6 months from date of closure of tender until date of registration.
- 5.14. Should transfer not occur within 36 months the City will reassess the market value to determine growth in value of the properties, which growth rate will be applied to the offer.
- 5.15. It is therefore advisable for any tenderer to consult their professional team in the matter of determining the price offers for the purposes of this tender submission.
- 5.16. Tenderers should provide evidence that they were able to generate funding for a prior development with a minimum CAPEX of R250 million in the form of either debt finance, owner's equity, grant funding, equity investment, donor fundings, or any other form of funding to enable delivery on the development. This proof must be in the form of a written confirmation which includes letters from the respective funding parties.
- 5.17. It is the responsibility of the tenderers to inspect the properties prior to tender submission and to consult their own professional advisors in ascertaining the site conditions, traffic, location, surroundings, availability of power, water and other utilities, access to the site, applicable laws and regulations and any other matter considered relevant to the sale of the properties.

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender are women (ownership)*	5	3		
Race are black persons (ownership)*	5	3		
Disability are disabled persons (ownership)*	3	1		
Promotion of Micro and Small Enterprises	7	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City’s employ and involved in any of the City’s bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City’s employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City’s employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City’s employ.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudging authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8 Pricing Instructions:

- 8.1** The purchase price will be subject to escalation at a rate of 5% per annum compounded annually, on a pro-rata basis, commencing six months from date of closure of tender until date of registration;
- 8.2** The Purchase Price will be subject to review in the event that the properties has not been transferred within 36 months from the date of valuation

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 47F/2023/24 FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10: Price Basis for Imported Resources

*NOT APPLICABLE

Schedule 11: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

Refer to the functionality section and all the returnable items listed in the Tender. List all of the documents to be submitted in the table below.

The tenderer has attached to this schedule, the following additional documentation:			
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)	Tick <input type="checkbox"/>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
14			

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM – 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 53 of 66

TENDER NO: 47F/2023/24

TENDER DESCRIPTION: TENDER FOR THE SALE AND DEVELOPMENT OF PORTION OF REMAINDER ERF 14888, CAPE TOWN, NEW MARKET STREET, FORESHORE

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT NOT EXCEEDING THIRTY SIX (36) MONTHS

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF SALE

7.1 GENERAL TERMS OF SALE

After the award of the properties by Council, the successful Tenderer (hereinafter referred to as the "Purchaser") will be required to sign a Sale Agreement within 21 days of being requested to do so by the City (hereinafter referred to as the "Seller"), which may include *inter alia* the following conditions as well as additional properties-specific and development conditions as may be determined through contract negotiations with the exception of the contract price which will be determined at tender award stage and will only be adjusted for escalation or re-evaluation as indicated in the pricing instructions.

The Sale Agreement will be subject to the fulfilment of the following Conditions Precedent:

- 7.1.1 By no later than the Signature Date, all necessary legislative and regulatory approvals for the Sale, are granted;
- 7.1.2 Within 12 (twelve) months of the Signature Date, the Consolidated Capital Grant is approved by the Social Housing Regulatory Authority in respect of the Properties, on terms and conditions acceptable to the Purchaser;
- 7.1.3 Within 12 (twelve) months of the Signature Date, to the extent necessary, the Urban Settlement Development Grant for the provision of bulk infrastructure related to the Properties, is approved, on terms and conditions acceptable to the Purchaser;
- 7.1.4 Within 12 (twelve) months of the Signature Date, all supplementary grant funding (including geotechnical variation allowances) required for the viability of the proposed development of the Properties is approved, on terms and conditions acceptable to the Purchaser; and
- 7.1.5 Within 12 (twelve) months of the Signature Date, the Purchaser has received approval for funding for the projected capital costs of the development of the Properties from a recognized financial institution, on terms and conditions acceptable to the Purchaser.
- 7.1.6 In the event that any application for funding in terms of clauses 7.1.2, 7.1.3, 7.1.4 and/or 7.1.5 is rejected, the Purchaser shall notify the Seller in writing whether it waives the relevant Condition Precedent within 30 (thirty) days of the Purchaser being notified of the outcome of the application.
- 7.1.7 Upon receipt of the relevant funding approvals, the Purchaser shall furnish the Seller with guarantees in respect of the Purchase Price of the Properties, in a form reasonably acceptable to the Seller or the Conveyancers within 60 calendar days.
- 7.1.8 The Purchaser shall use reasonable endeavours to procure fulfilment of the Conditions Precedent in clauses 7.1.2, 7.1.3, 7.1.4 and 7.1.5 as soon as reasonably possible after the Signature Date and shall, to the extent that such Conditions Precedent have been fulfilled prior to the expiry of the time period set out in clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5, furnish to the Seller documents evidencing the fulfilment of such Conditions Precedent to the Seller's reasonable satisfaction.
- 7.1.9 The Seller shall use reasonable endeavours to procure fulfilment of the Condition Precedent contained in clause 7.1.1 by no later than the Signature Date and shall, to the extent that such Condition Precedent has been fulfilled prior to the expiry of the time period set out in clause 7.1.1, furnish to the Purchaser documents evidencing the fulfilment of such Condition Precedent to the Purchaser's reasonable satisfaction.
- 7.1.10 If any of the Conditions Precedent set out in clauses 7.1.2, 7.1.3, 7.1.4 and/or 7.1.5 have not been fulfilled by the date for fulfilment thereof due to no fault on the part of the Purchaser, then the Purchaser shall be entitled before the relevant date to give notice in writing to the Seller that the date for fulfilment of the relevant Condition Precedent shall be extended by a period of up to a further 6 (six) months (or such additional period or periods as the Parties may agree in writing) ("Extended CP Fulfilment Date"); provided that the Purchaser shall furnish the Seller with evidence that it has submitted the necessary applications for funding contemplated in clauses 7.1.2, 7.1.3, 7.1.4 and 7.1.5 within 12 (twelve) months of the Signature Date.
- 7.1.11 Unless all the Conditions Precedent have been fulfilled or waived by no later than the relevant dates for fulfilment thereof (or such later date or dates as may be agreed in writing between the Parties before the aforesaid date or dates) or, in the case of the Conditions Precedent set out in clauses 7.1.2, 7.1.3, 7.1.4 and 7.1.5, the Extended CP Fulfilment Date, the provisions of the Sale Agreement, will never become of any force or effect and the status quo ante will be restored as near as may be possible and neither of the Parties will have any claim against the other in terms hereof or arising from the failure of the Conditions Precedent, save for any claims arising from a breach of clause 7.1.8 and/or clause 7.1.9.

Upon fulfilment of the Conditions Precedent, the following terms to the sale agreement will be applicable which may be amended subject to agreement between the parties:

- 7.1.12 The Seller sells to the Purchaser, and the Purchaser purchases the Properties, subject to all the conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Properties and to all such other conditions and servitudes as may exist in regard thereto, including the provisions of any applicable town planning scheme.
- 7.1.13 The purchase price payable to the Seller for the Properties in terms of the Sale ("Purchase Price") exclusive of VAT and subject to the provisions of clause 7.1.15 will be based on the price offer made by the Purchaser.
- 7.1.14 The Purchase Price of the Properties (adjusted in terms of clause 7.1.16 if applicable) shall be paid by the Purchaser to the Seller against registration of transfer of ownership of all of the Properties into the name of the Purchaser.
- 7.1.15 As security for the payment of the Purchase Price, the Purchaser shall furnish the Conveyancers with a bank guarantee or guarantees as required and approved of by the Seller or the Conveyancers, acting reasonably, payable to the Seller upon registration of Transfer at such place or places as the Seller stipulates as per clause 7.1.7 above.
- 7.1.16 The Purchase Price of the Properties shall be increased by 5% (five percent) per annum compounded annually on a pro rata basis commencing 6 (six) months after the date of closure of tender, until date of registration of Transfer ("Additional Amount") (the Purchase Price and the Additional Amount hereinafter referred to as the "Escalated Price");
- 7.1.17 Should the Transfer Date be more than 36 (thirty six) months from date of tender closure, the Properties shall be revalued by the Seller at the then market value ("New Valuation") and any amount in excess of the Purchase Price shall be the Additional Amount, which will be subject to an escalation of 5% (five percent) per annum compounded annually on a pro rata basis commencing 6 (six) months after the New Valuation until the Transfer Date.
- 7.1.18 Should the Purchaser amend the site development plan so as to increase the approved bulk on the site by more than 5% (five percent), then the Seller shall revalue the Properties.
- 7.1.19 The Seller shall procure that the Conveyancers, not less than 14 (fourteen) days prior to the date on which the Conveyancers reasonably anticipate they will lodge the necessary documents for registration of transfer of the Properties in the Cape Town Deeds Office, provide the Purchaser with written notice reflecting the anticipated date of such lodgement, the anticipated Transfer Date and the Additional Amount (including VAT thereon). The Purchaser shall deliver to the Conveyancers, by no later than such anticipated lodgement date, a bank guarantee for payment of the Additional Amount on the Transfer Date or pay such amount to the Conveyancers to be held in a trust pending Transfer. To the extent that there is –
 - 7.1.19.1 an over payment in respect of the Additional Amount on the Transfer Date, the Conveyancers are hereby instructed to refund the applicable surplus amount to the Purchaser by no later than the day following the Transfer Date; or
 - 7.1.19.2 an under payment in respect of the Additional Amount on the Transfer Date, the Purchaser shall pay an amount equal to the applicable shortfall to the Seller by no later than the day following the Transfer Date.
- 7.1.20 In the event of the Purchaser electing to pay an Additional Amount to the Conveyancers in terms of clause 6.4 the Conveyancers are instructed to invest such amount with a bank of their choice on the basis that –
 - 7.1.20.1 it is invested in an interest-bearing account;
 - 7.1.20.2 the interest-bearing account contains a reference to section 86(4) of the Legal Practice Act, No 28 of 2014 ("Legal Practice Act"); and
 - 7.1.20.3 save for such portion thereof as is payable to the Legal Practitioners' Fidelity Fund in accordance with the provisions of section 86(5)(b) of the Legal Practice Act (being 5% (five percent) (thereof), the interest which accrues on such investment is to be for the benefit of the Purchaser.
- 7.1.21 Save as may be recorded herein, the Seller furnishes no warranties to the Purchaser whatsoever regarding the Properties and the Purchaser purchases same voetstoots.
- 7.1.22 Without limiting the generality of the foregoing, the Parties agree that the Seller –
 - 7.1.22.1 shall not be required by the Purchaser to point out the beacons, pegs, boundaries or boundary marks of the Properties to the Purchaser; and

- 7.1.22.2 shall not be liable to the Purchaser if the extent of the Properties is found to differ from that stated in the title deed.
- 7.1.23 Possession and vacant occupation of the Properties will be given to the Purchaser simultaneously on the Transfer Date, from which date the Properties will be at the sole risk, loss or profit of the Purchaser, and the Purchaser will, from such date, be liable for all rates, taxes and other charges in respect of the Properties. For purposes of this Agreement, "vacant occupation" means that there shall be no tenants or other occupiers (whether or not occupation is authorised).
- 7.1.24 It is intended that the existing buildings on the subject properties will be demolished by the Purchaser as part of the development scope of works.
- 7.1.25 Notwithstanding clause 7.1.23 the Parties record that it is the intention that the Purchaser should be enabled to commence the development of the Properties as soon as reasonably possible after the Signature Date and that the Purchaser shall, accordingly, be entitled to require the Seller to grant it possession and vacant occupation of the Properties prior to the Transfer Date thereof, in which event –
- 7.1.25.1 the Seller shall be obliged to so grant the Purchaser possession and vacant occupation of such Properties;
- 7.1.25.2 all risk in and benefit of such Properties will pass to the Purchaser on occupation;
- 7.1.25.3 the Purchaser shall pay occupational rental in the amount equal to 9% (nine percent) of the Purchase Price per annum from the date of actual occupation of the Properties up until the Transfer Date. The occupational rental shall be paid monthly in arrears for such early occupation;
- 7.1.25.4 the Purchaser shall pay all rates, taxes and other charges in respect of such Properties;
- 7.1.25.5 the Seller or the Seller's duly authorised agent is entitled to inspect such Properties at all reasonable times; and
- 7.1.25.6 the Purchaser will be obliged to vacate such Properties upon termination of this Agreement, it being agreed that no tenancy is created by such prior occupation.
- 7.1.26 Subject to the fulfilment or waiver of the Conditions Precedent, Transfer shall be effected by the Conveyancers as soon as reasonably possible after the Purchaser has delivered the guarantee/s referred to in clauses 7.1.7 and 7.1.15 and has paid the costs and charges referred to in clause 7.1.25.1 and has otherwise complied with the provisions of this Agreement.
- 7.1.27 Transfer shall be effected at the cost of the Purchaser who shall, on demand from the Conveyancers –
- 7.1.27.1 pay all costs and charges incidental to the transfer of the Properties, including transfer duty (where applicable); and
- 7.1.27.2 sign all documents required to be signed by the Conveyancers in order that transfer may be effected.
- 7.1.28 The Purchaser shall not sell or otherwise dispose of the Properties, or any portion thereof, nor cede any right or assign any obligation under this Agreement prior to the Transfer Date without the prior written consent of the Seller.
- 7.1.29 Should it be established that –
- 7.1.29.1 the Seller is a VAT vendor then the sale of the Properties in terms of this Agreement constitutes a taxable supply as contemplated in the VAT Act, and that VAT is payable in respect thereof; and
- 7.1.29.2 the purchase price of the Properties is exclusive of VAT and the Purchaser shall pay such VAT as may be payable to the Seller on registration of transfer of the Properties into the name of the Purchaser.
- 7.1.30 As security for the payment of such VAT, the Purchaser shall within the time period/s specified in clause 7.1.15 furnish the Conveyancers with a bank guarantee in accordance with the provisions of clause 7.1.15 which apply mutatis mutandis.
- 7.1.31 The Purchaser shall utilise and have regard to the Seller's housing database when sourcing prospective tenants in respect of the subsidised rental housing to be developed on the Properties by the Purchaser, all of which tenants are required to meet the qualifying criteria of the Social Housing Act, No 16 of 2008 and its Regulations.
- 7.1.32 The Purchaser shall provide the Seller with a report on an annual basis of all leases pertaining to the Social Housing, including any changes thereto, in order for the City to monitor compliance in terms of the Social Housing Programme and maintain its housing database register.

- 7.1.33 The Seller has agreed to sell the Properties at a discounted price relative to the market value to assist the Purchaser, as developer, furthering the Seller's objective of leveraging its immovable properties assets to create affordable housing opportunities, including affordable rental stock.
- 7.1.34 In order to achieve the Seller's objectives the Purchaser shall be obliged to retain a minimum of 200 (two hundred) units for Social Housing.
- 7.1.35 For a period of 20 (twenty) years after the completion of the development ("Lock-Up Period"), the Purchaser shall be obliged to retain a percentage (as agreed to by the parties) of the market residential component as rental stock ("Locked-Up Stock") which cannot be sold without the Seller's written consent. After expiry of the Lock-Up Period, or such earlier date as may be agreed in writing between the Parties, the Purchaser shall be entitled to sell any or all of the Locked-Up Stock at its discretion.
- 7.1.36 The Purchaser should demonstrate that in the proposed phasing approach that they will commence with the Social Housing component in the implementation of the development.
- 7.1.37 The Purchaser shall not proceed with the development of the market units until the contract in respect of the Consolidated Capital Grant contemplated in clause 7.1.2 above has been entered into between the Purchaser, the Seller and the Social Housing Regulatory Authority in connection with the Social Housing development.
- 7.1.38 The Properties will be transferred to the Purchaser subject to certain conditions to be registered against the title deeds of the Properties being:
- 7.1.38.1 that a minimum of 200 residential units shall not be developed for any purpose other than for the provision of Social Housing and ancillary purposes in terms of the applicable National Housing Code stipulated in the Social Housing Act, No 16 of 2008 and/or its Regulations; and
 - 7.1.38.2 a right of reversion favour of the Seller in the event of the development, including the subsidized housing, not being commenced within a period of 5 (five) years reckoned from the Transfer Date, or any such extended period of further 6 (six) months after of a written notice from the Seller calling upon the Purchaser to commence development of the Properties ("Remedy Period"), subject always to the provisions of clauses 7.1.31 and 7.1.32.
- 7.1.39 In the event of the Seller becoming entitled and electing to exercise its right in terms of clause 7.1.38 the Seller shall do so by means of notice in writing to the Purchaser given within 60 (sixty) days of the expiry of the Remedy Period should the Purchaser have failed to commence development of the Properties as aforesaid, in which event the Purchaser shall be deemed to have sold and the Seller to have purchased the Properties for an amount equal to the Purchase Price plus the Additional Amount and the Purchaser shall take all such steps as are reasonably possible in order to procure the transfer of ownership of the Properties to the Seller, against payment of such amounts, as soon as reasonably possible after receipt of such notice.
- 7.1.40 Should the Purchaser not complete the entire development for the intended purpose of a mixed use development comprising of a minimum of 200 (two hundred) units for Social Housing within 7 (seven) years from the Transfer Date, or such later date as agreed between the Parties in writing, then the Purchaser shall be obliged to pay compensation to the Seller in an amount equal to the difference between the Aggregate Purchase Price and the prevailing market value of the Properties, without improvements, as at the date of default.
- 7.1.41 Prior to the expiry of the period/s contemplated in clause 7.1.38.2 and not thereafter, should the Properties not be used for Social Housing purposes, or should the Purchaser at any time cease to use the Properties for Social Housing purposes, the Properties and any improvements thereon shall revert to the Seller without payment of compensation for such Properties and improvements thereon made by the Purchaser. The cost of such transfer to the Seller shall be borne by the Purchaser. Alternatively, the Purchaser or its successor in title may request cancellation of this restrictive condition against payment to the Seller of the difference between the Purchase Price and the then prevailing market value of the Properties, subject to the approval of the Seller which approval shall not be unreasonably withheld or delayed.
- 7.1.42 In order to achieve Project time-lines, the CCT intends to strictly enforce the time periods for negotiation and conclusion of the Sale Agreement.
If, despite best endeavours, the parties are unable to agree the final terms of the Project Agreement within 4 (four) weeks after commencement of the negotiation process, the CCT reserves the right, in its sole discretion and without liability to any party, to:
- a) continue negotiating with the Preferred Tenderer for a further specified period; or
 - b) terminate negotiations with the Preferred Tenderer forthwith and commence negotiations with the next ranked Tenderer; or
 - c) negotiate with both the Preferred Tenderer and next-ranked Tenderer simultaneously and to award to whichever of the two.

7.2 TERMINATION

- 7.2.1 Either party may terminate the Conditional Sale Agreement (prior to sale transfer) at any time by providing six (6) month's written notice to the other party.
- 7.2.2 If there is default on any of these Conditions by the Purchaser, the City may serve a notice of default in writing on the Purchaser calling upon him/her to comply with the instructions set out in such notice, failing compliance of which may result in the Seller terminating the Conditional Sale Agreement.

7.3 INCORRECT OR MISLEADING INFORMATION

The CCT may disqualify any Tender and/or revoke any decision in respect of the selection of a short-listed, pre-qualified Tenderer if that decision was based on incorrect or misleading information, which the Tenderer, or its advisors or agents, provided in response to this Tender.

7.4 SITE CONDITIONS

- 7.4.1 The CCT makes no representations on Site conditions (including title, extent, climatic, hydrological, hydro-geological, ecological, environmental, geotechnical, geological, paleontological and archaeological). Tenderer must investigate and undertake technical surveys at its own cost and risk.
- 7.4.2 The Tenderer has no claim against the CCT arising from unexpected / adverse Site conditions.
- 7.4.3 The Tenderer is responsible for and indemnifies the CCT against losses caused by environmental contamination unless the contamination pre-existed as at Sale Agreement signature date and the Tenderer could not reasonably have had knowledge of it at signature date.

7.5 DISCLAIMERS

- 7.5.1 Proposal submitted entirely at the Tenderers own risk, discretion and cost.
- 7.5.2 All information pertaining to this Tender, is made available on condition that it is used solely for the purpose of considering whether or not to submit a Proposal, and if affirmative, to submit a Proposal in sufficient detail to conclude a Sale/ Project Agreement for purposes of implementing the Project, and for no other purpose.
- 7.5.3 The CCT reserves the right, in its sole and absolute discretion, to amend, deviate from, waive any requirements of (even if expressed in mandatory terms) or condone non-compliance with, any requirement or condition of this Tender. Without limiting the generality of the aforesaid, the CCT may in its discretion, request clarity on any aspect of a Proposal and/or request any additional information or documentation as the CCT considers reasonably necessary for purposes of determining compliance, evaluating the Proposal and/or verifying any information therein. Should the CCT consider a Proposal to be deficient with respect to any compliance requirements, CCT may, in its discretion, request a Tenderer to submit the missing information or provide supplementary documentation to demonstrate compliance with that requirement. CCT is not obliged to make such request and the aforesaid does not detract from the CCT's right to reject a Tenderer for failure to submit a compliant Proposal. Failure to provide any missing or supplementary information within the period specified in a notice requesting same, may in the discretion of CCT lead to the rejection of the Proposal.
- 7.5.4 CCT may discontinue, suspend or terminate this Tender without incurring liability to any person.
- 7.5.5 This Tender has been prepared in good faith but does not purport to be comprehensive nor to have been independently verified. Neither CCT nor its advisors accept any liability or responsibility for, or make any express or implied warranty in respect of, the adequacy, accuracy or completeness of information provided or opinions expressed in the Tender or with respect to any written or oral information made available to any Tenderer, prospective Tenderer or its advisors pursuant to this Tender.
- 7.5.6 This Tender document is not an investment recommendation made by CCT or any of its advisors. Each person to whom this Tender document is made available must make their own independent assessment, after making such investigation and taking such professional advice (including financial, technical, legal and tax) as they consider necessary.
- 7.5.7 Any difference in information or documentation made available by the CCT to Tenderers during the Tender procurement process shall, unless expressly stated to the contrary, be deemed a variation or modification of the earlier information or documentation.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

“Not applicable”

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in SA):

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasia Insurance Company Limited
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

“Not applicable”

(10.1) ADVANCE PAYMENT SCHEDULE

“Not Applicable”

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

..... , as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

"Not Applicable"

(13) SPECIFICATION(S)

13. PROPERTIES DETAILS

Portion of Remainder Erf 14888, respectively situated at Newmarket Street, Foreshore, is vacant land used for parking. The property is along Newmarket Street, a key arterial route that transitions to Albert Road towards Woodstock and Strand Street towards Cape Town CBD, and is located along public transport routes (taxi and MyCiti bus lines) and affords easy access to the central railway station, central taxi rank, bus station and Nelson Mandela Boulevard (N2 freeway).

The locality is characterised by Mixed Use zoning and developments with the dominant character in the immediate vicinity being commercial. The area is a very popular residential area given its proximity to the Cape Town CBD, public transport, shopping and other amenities. The subject property is one of the very few remaining prime development sites in the suburb.

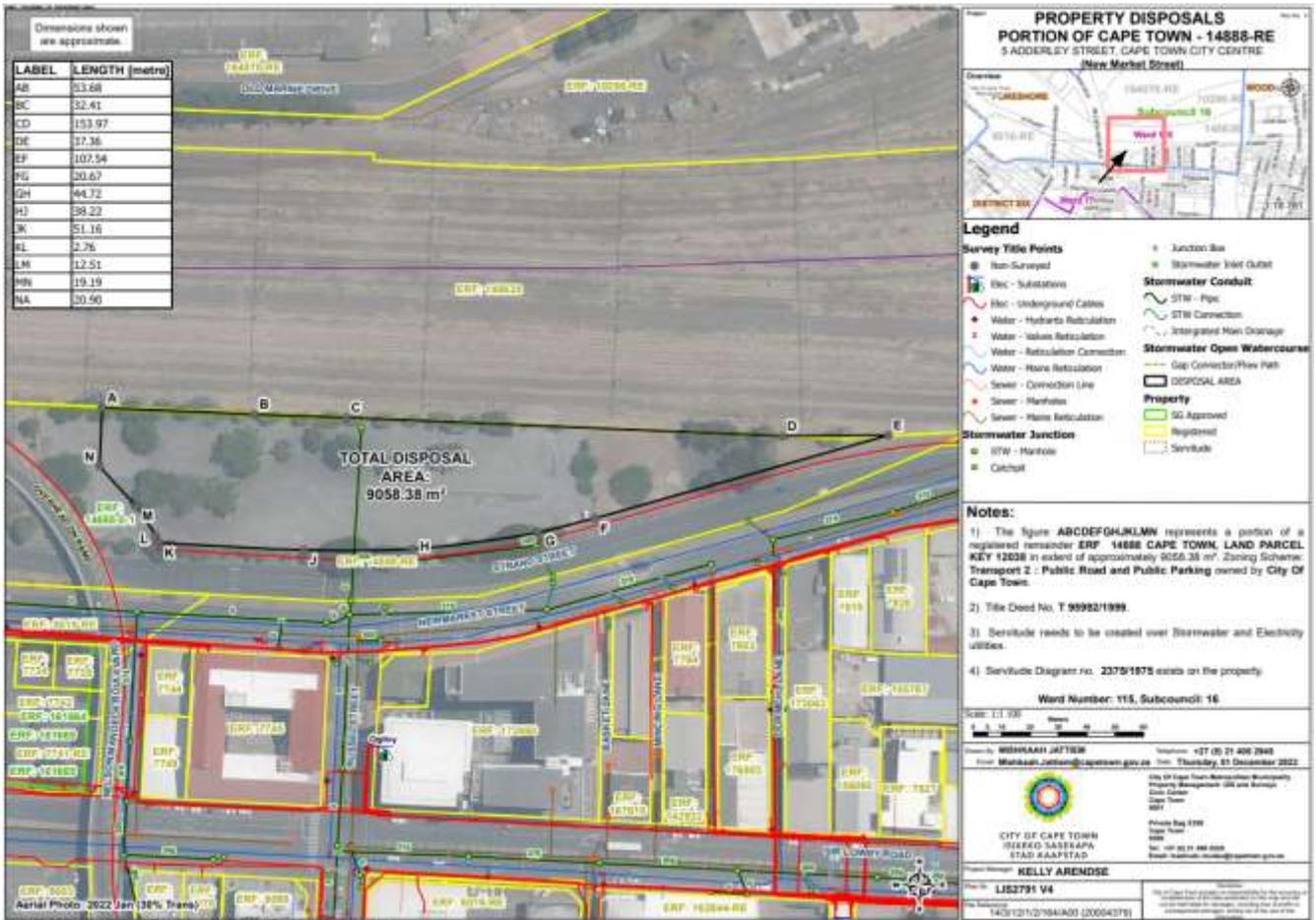
The property is zoned Transport 2 (TR2): Public Road & Public Parking and measures approximately 1.3 hectares in extent, as indicated by the figure ABCDEFGHJKLMN on the Disposal Plan attached (**refer to 13.2 - Plan LIS2791**). A final rezoning approval was received from the Planning Appeals Advisory Panel (PAAP) on 25 January 2023 to rezone the subject properties from Transport zone (TR2) to Mixed Use zone MU3.

13.1. LAND USE PROFILE

APPLICABLE ZONING SCHEME	Cape Town
ZONING	Rezoning of the portion of remainder Erf 14888, respectively situated at Newmarket Street, Foreshore from Transport zone (TR2) to Mixed Use zone MU3 was approved by the Planning Appeals Advisory Panel on 25 January 2023. Tenderers should adhere to intended development rights, conditions and guidelines in their proposal.
PRIMARY LAND USE PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Municipal Planning By-Law 2015.
CONSENT USES PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Municipal Planning By-Law 2015.
DEVELOPMENT RULES	Refer to Chapter 9 of City of Cape Town Municipal Planning By-Law 2015 for development rules in respect of inter alia the applicable/permissible floor factor; floor space, height and building lines.
BULK	29 469m ²
PERMISSIBLE BULK	54 348m ²
MAXIMUM BUILDING HEIGHT	Approximately 25 m
COVERAGE	60%
ENVIRONMENTAL National Environmental Management Act 107 of 1998	Environmental exemption was received from the Department of Environmental Affairs and Development Planning (Western Cape Government) for the proposed housing and social development on 07 March 2021. Please see 13.7 of this document.
HERITAGE National Heritage Resources Act. 25 of 1999	Subject to a Heritage Impact Assessment (HIA). Phase 1 HIA concluded and is available as a supporting document to this tender.

PLEASE NOTE: The land use profile above does not confer the development rights on the properties. It remains the responsibility of the Tenderer to ascertain accurately any and/or all rights attached to the Properties. City's Human Settlements Department shall not accept any responsibility or liability as to the accuracy or completeness of the information contained in the Land Use Profile above.

13.2. Disposal Plan



13.3. PROPERTIES BACKGROUND

Portion of Remainder Erf 14888 owned by the City of Cape Town situated at Newmarket Street, Foreshore is vacant land used for parking which lies on the periphery of the Cape Town CBD.

13.4. DEVELOPMENT OBJECTIVES

- 13.4.1 The subject property are being packaged as part of the City of Cape Town's Social Housing programme which provides well located housing opportunities for low and moderate-income households.
- 13.4.2 The Social Housing Programme is a critical spatial intervention where the city leverages its strategically located land assets to foster change in the way that the City of Cape Town functions. In the context of the Cape Town inner city, the use of City-owned land in this way is to mitigate the negative effects of gentrification in this locality.
- 13.4.3 In order for the City to meet its densification objectives, there is a shift towards providing higher density Social Housing developments particularly on well-located land parcels that are within the urban core.
- 13.4.4 Viability studies undertaken confirm that a Social Housing scheme is not viable to be developed on its own on the subject property, and thus necessitates the introduction of open market residential units to cross-subsidise the Social Housing units.
- 13.4.5 The City is proposing a mixed-income residentially-led development with the intention of retaining as much of the market residential offering as rental stock over the development lifecycle.
- 13.4.6 Feasibility studies undertaken are indicating a potential development yield of a minimum of 507 residential opportunities. Development proposals are expected to deliver a minimum of 200 Social Housing units (**Annexure B**). It is envisioned that the inclusion of the market residential units will be for the purposes of cross-subsidizing the high-rise Social Housing development that is envisaged on the property.
- 13.4.7 The feasibility study make provision for 1 899m² of the development bulk to be utilised as retail space in order to complement the residential development. Tenderers should clearly articulate the inclusion of the commercial and communal uses in the concept plan and financial feasibility model in their submissions.
- 13.4.8 Given the scale of the proposed development, the development should be clearly articulated in the implementation plan and the financial model.
- 13.4.9 The tenderer should demonstrate that in their phasing approach that they will commence with the Social Housing component in the implementation of the development. Tender submissions including only Market Residential components in the initial development phase will not be considered.
- 13.4.10 Tenderers will be expected to comply with the Social Housing Regulatory Authority (SHRA) norms and standards as well as guidelines on income categories (including the mix between the primary and secondary markets) and rental benchmarks in the provision of the Social Housing component of the development.
- In the financial proposal, tenderers should provide proof of ability to raise the requisite equity contribution for each phase of the Social Housing component of the development in accordance with the SHRA requirements depending on whether they are bidding as a Social Housing Institution or an ODA.
- 13.4.11 In the proposed Financial Feasibility Model, tenderers should take into consideration the provisional calculations for the Development Contributions reflected in the Conditions of Approval in Section 13.6.4 below.
- 13.4.12 Tenderers should take into consideration the contents of the Rezoning Application as well as Specialist studies undertaken in packaging their tender submission, accessible on this link [New Market Supplementary Info](#). Tenderers should submit a request to CCT (Email: affordable.housing@capetown.gov.za) to access supplementary information (Specialist studies, drawings, etc) which may be required to complete their bid submission.

13.5 SOCIAL HOUSING ENABLERS

13.5.1 GRANT FUNDING

The proposed development is eligible for grant funding and application thereof will be the responsibility of the successful tenderer:

- Consolidated Capital Grant administered by the SHRA
- Geo-Technical Variance Allowance administered by the SHRA
- Urban Settlements Development Grant (USDG) for bulk infrastructure which is administered by the City.

In their financial model, Tenderers must demonstrate that they are familiar with the latest subsidy quantumms applicable for Social Housing development.

13.5.2 CITY INCENTIVES

The CCT at a minimum will offer the following incentives, applicable to Social Housing, in order to advance its affordable housing objectives:

- Reduction in Development charges
- Reduction in Plan Scrutiny Fees
- Special categorization in the rates policy for Social Housing

Other incentives: In addition, on a project by project basis the City will consider the award of other incentives if crucial to the achievement of its social and urban development objectives on the site:

- Reduction in parking ratios
- Increase in density and height conditions

The development proposal should be viable based on the minimum incentives indicated.

The City will also provide institutional support to the successful tenderer in relation to any planning applications that will be submitted for the development.

13.5.3 ENVIRONMENTAL EXEMPTION



Department of Environmental Affairs and Development Planning
Shameemah Heugh
 Development Management Region 1
Shameemah.Heugh@westerncape.gov.za | Tel: 021 483 4640

REFERENCE: 16/3/3/6/1/A7/33/3062/21
DATE OF ISSUE: 07/03/2021

The Municipal Manager
 City of Cape Town: Department of Human Settlements, Social housing and Land Restitution
 21st Floor
 Civic Centre
 12 Hertzog Boulevard
CAPE TOWN
 8000

Attention: Kelly Arendse

Cell No.: 0721 114057
 Email: Kelly.Arendse@capetown.gov.za

Dear Sir

APPLICABILITY OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) ("NEMA") AND ENVIRONMENTAL IMPACT ASSESSMENT ("EIA") REGULATIONS, 2014 (AS AMENDED) TO THE PROPOSED AFFORDABLE HOUSING DEVELOPMENT ON ERF 14888, NEW MARKET STREET IN WOODSTOCK

1. The checklist for the determination of the applicability of the EIA Regulations, 2014 (as amended) dated 25 February 2021 and received via electronic mail correspondence by this Directorate on 26 February 2021, refers.
2. Your attention is drawn to the listed activities in terms of the EIA Regulations, 2014 as defined in Government Notice ("GN") No. R.982, R.983, R.984 and R.985 (as amended). All activities identified as listed activities in the EIA Regulations, 2014 (as amended) that had not been lawfully commenced with on 08 December 2014 must not be undertaken without an Environmental Authorisation from the Competent Authority.
3. This Department has reviewed your correspondence and is of the opinion that the proposed establishment of an affordable housing development on Erf 14888, Woodstock **does not** constitute any listed activity, as defined in the EIA Regulations, 2014 (as amended).
4. The above determination is based on the information submitted to this Department, wherein is indicated amongst others, the following:
 - 4.1 The proposed development is located within the urban area of Woodstock, on land zoned Transport 2.
 - 4.2 The proposed development will not result in the clearance of more than 300m² of indigenous vegetation.

- 4.3 The proposed site does not form part of a CBA or contain any indigenous vegetation. The proposed site is transformed and/or built-up.
- 4.4 The site in question is not located within 32m of a water course nor within 100m of the highwater mark of the sea.
5. An environmental authorisation from the competent authority would therefore not be required for the proposed development.
6. However, should the proposed land use trigger any listed activity in terms of the EIA Regulations, 2014 (as amended), an application form for Environmental Authorisation must be submitted to the Competent Authority and the Environmental Authorisation obtained prior to the development proposal being commenced with on the proposed site. The relevant application forms are available on this Department's website: www.westerncape.gov.za/eadp.
7. The proponent is reminded of the general duty of care and the remediation of environmental damage in terms of Section 28(1) of the NEMA, wherein it is specifically stated that – *“Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.”*
8. Please note that the proponent must comply with any other statutory requirements that may be applicable to the undertaking of the proposed activity.
9. This Department reserves the right to revise its comments and request further information from you based on any new or revised information received.

Yours faithfully

**Maboee
Nthejane**

Digitally signed by
Maboee Nthejane
Date: 2021.03.07
21:19:38 +02'00'

pp HEAD OF DEPARTMENT

Copied to: Dirk Prinsloo

(GA Environment (PTY) Ltd)

Email: dirkp@gaenvironment.com

13.5.4 CONDITIONS OF APPROVAL

2. CONDITIONS OF APPROVAL IMPOSED IN TERMS OF SECTION 100 OF THE CAPE TOWN MUNICIPAL PLANNING BY-LAW:

2.1 DEVELOPMENT MANAGEMENT

2.1.1 A detailed site development plan generally in accordance with the concept plan attached as annexure D shall be submitted in accordance with Item 123 of the DMS to address:

- (a) existing and proposed cadastral boundaries;
- (b) the layout of the property
- (c) the massing, position and extent of buildings;
- (d) sketch plans and elevations of proposed structures, including information about external finishes;
- (e) cross-sections of the site and buildings on site;

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- (f) the alignment and general specification of vehicle access, roads, parking areas, loading areas, pedestrian flow and footpaths;
- (g) the position and extent of any private, public and communal space;
- (h) typical details of fencing or walls around the perimeter of the land unit and within the property;
- (i) electricity supply and external lighting proposals;
- (j) provisions for the supply of water, management of stormwater, and disposal of sewage and refuse;
- (k) general landscaping proposals, including vegetation to be preserved, removed or to be planted, external paving, and measures for stabilising outdoor areas where applicable;
- (l) the proposed development in relation to existing and finished ground levels,
- (m) statistical information about the extent of the proposed development, floor space and **parking supply having regard to the designation of the subject property as being contained in a PT2 zone.**
- (n) relationship of the proposed development to the quality, safety and amenity of the surrounding public environment;
- (o) relationship of the proposed development to adjacent sites, especially with respect to access, overshadowing and scale;
- (p) any other details as may reasonably be required by the City.
- (q) The development contribution (DC) shall be determined prior to the SDP approval.

- 2.1.2 The proposal shall contain a minimum of 160 units of social housing units and a minimum of 307 market related units.
- 2.1.3 A height restriction of 25.0m shall apply to the proposal in line with the conceptual design submitted. Notwithstanding the 25.0m height limitation, the exclusions from height as contained in the Development Management Scheme shall also apply to this proposal.
- 2.1.4 That the public street be closed in terms of the relevant legislation.

2.2 ELECTRICITY

- 2.2.1 Any alterations or deviations to electricity services necessary as a consequence of the proposal, or requested by the applicant, will be carried out at the applicant's cost.
- 2.2.2 For the anticipated 1,7MVA load, a single 11kV supply is required for the entire proposed development, irrespective of whether this is to comprise of 1 erf, or 3 erven as indicated, because the SDP indicates the entire space being utilised in a consolidated manner. In the event of this comprising of more than 1 erf, a Property Owner's Association must be established and the POA's constitution must render its members accountable for payment of the municipal electricity account, operating and maintaining the development's 11kV and LV infrastructure and on-selling to the sectional title units, for which private sub-meters are to be installed.
- 2.2.3 The development site's authorised supply capacity is nil. Subdivision clearance may be granted and the property may be transferred on condition that the deed of sale specifies that the site is being transferred un-serviced and that the owner/developer is responsible for application for supply and payment of all relevant fees, including SNC for the full capacity required, in accordance with policy and tariffs approved by Council.
- 2.2.4 2 Substation rooms are required to be incorporated into the development's design. One is to have minimum internal dimensions of 6,5x11,0x3,2m with the 6,5m side on the public road boundary and 1m deep trenches in addition to the 3,2m height. The other has minimum internal dimensions of 5x4x3m with the 5m side on the public road boundary, and 1m deep trenches in addition to the 3m height. The floor level for both is to be 50mm to 250mm above the adjacent sidewalk level. A 3-dimensional electricity substation servitude is to be registered over each of the substations in favour of the City.

- 2.2.5 The property owner is required to include in the development measures to improve energy efficiency to reduce the consumption of electricity. Owners shall conform to any conservation and/or rationing programme or scheme introduced, adopted or implemented by a sphere of government or relevant regulating body by reducing their electricity consumption as required

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in terms of such programme or scheme. Installations with a new or upgraded authorised capacity of more than 100 kVA will have to meet certain energy efficiency requirements. These requirements are subject to change. A set of applicable requirements will be made available as part of the quotation process.

- 2.2.6 Electrical infrastructure may exist on the property or in its vicinity. A wayleave shall be obtained from the Electricity Generation and Distribution Department before any excavation work may commence. In this regard, please contact the Drawing and Record Centre Office telephone 021 444 2155 / email: Daniel.DeVilliers@capetown.gov.za
- 2.2.7 If the applicant requires the installation of standby or renewable energy generation, separate application shall be made to the Electricity Generation and Distribution Department beforehand.

2.3 GEOGRAPHIC INFORMATION SYSTEM (GIS)

- 2.3.1 That the address for portion 1 of erf 14888RE be allocated 23 Newmarket Street;
- the address for Portion 2 of erf 14888RE be allocated 31 Newmarket Street;
 - the address for Portion 3 of erf 14888RE be allocated 39 Newmarket Street;
 - and the Remainder retains the current address of 5 Adderley Street, Cape Town.
- 2.3.2 That GIS is notified once at Final Notification stage in order to update Zoning.4
- 2.3.3 That the signed and approved SG diagrams for the Subdivision be sent to GIS & PVCCadastral.Queries@capetown.gov.za in order to update the cadastre.

2.4 TIA AND DEVELOPMENT CONTROL

- 2.4.1 Splays must be provided at intersections/accesses and that sight triangles be achieved, free of obstructions (landscaping, electrical-/telecommunication etc.).
- 2.4.2 Detailed Engineer's Design drawings must be submitted for compliance with of all Geometric Requirements and will be assessed at building plan submission stage.
- 2.4.3 Detailed service plans of all services (access layout, traffic circulation, parking, refuse, civil services, etc.) to be submitted for Council approval prior to commencement of any works.

2.5 ROADS INFRASTRUCTURE MANAGEMENT**DEVELOPMENT CONTRIBUTIONS:**

- 2.5.1 The developer/owner being responsible for the payment of development contributions in the amount **to be calculated at SDP stage** towards the provision of bulk civil engineering services, in accordance with Council's policies. That the development contributions will be payable prior to building plan approval.
- 2.5.2 The development contributions will be subject to an annual escalation equal to the construction price adjustment (CPA) from civil engineering services and the amount payable will be the amount calculated at the time of payment.

EXISTING / PROPOSED DRAINAGE**2.5.3 STORMWATER SERVITUDE**

A 10m wide servitude must be registered in favour of the City of Cape Town over the bulk stormwater pipe that crosses the site. The servitude may be limited to a depth of 600mm below the invert level of the pipe taken at the lower end.

- 2.5.4 Should the developer wish to undertake an investigation to relocate the pipe, this will be allowed subject to the following conditions:
1. The design and construction of the relocation of the pipe will be at the developer's cost.
 2. Detailed engineering drawings, prepared by a Registered Civil Engineering Professional, shall be submitted for approval prior to submission of the SDP.

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3. All services shall comply with the Standards & Guidelines for Roads & Stormwater (as amended).
4. All public roads and engineering services to be completed and accepted by Council, prior to Section 137 Clearance, or the transfer of individual units or the utilization of buildings.
5. On completion of the Engineering Services the developer shall supply Council with a 12 month maintenance guarantee equal to 5 % of the value of the infrastructure constructed.
6. All wayleaves to be in place prior to commencement of work.
7. An Engineer shall monitor all construction activities and maintain an adequate level of supervision of the works
8. A traffic accommodation plan to be submitted for approval prior to commencement of any works.

STANDARD CONDITIONS

- 2.5.5 The developer at their cost shall implement the recommendations of the approved TIA
- 2.5.6 The developer at their cost shall provide all engineering services and roads / road upgrades required for the development to the satisfaction of Council, prior to S137 clearance, or the transfer of individual units or the utilisation of buildings
- 2.5.7 All services or roads to be taken over by Council must be accepted by Council, prior to S137 clearance, or the transfer of individual units or the utilisation of buildings.
- 2.5.8 Detailed engineering drawings, prepared by a registered civil engineering professional, must be submitted for approval prior to building plan approval and prior to commencement of any works.
- 2.5.9 All services shall comply with the Standards and Guidelines for Roads & Stormwater (as amended). An engineer shall monitor all construction activities and maintain an adequate level of supervision of the works.
- 2.5.10 A traffic accommodation plan to be submitted for approval prior to commencement of any works.
- 2.5.11 On completion of the engineering services the developer shall supply council with a 12 month maintenance guarantee equal to 5% of the value of the infrastructure constructed
- 2.5.12 Stormwater discharge to be to the satisfaction of this department.
- 2.5.13 The developer will be responsible for the reinstatement of all damaged municipal infrastructure after completion of the construction work to full municipal standards.
- 2.5.14 Levels at the boundary shall be 3% above top of full kerb
- 2.5.15 A services servitude having a minimum width of either 3m, or twice the depth of the service, whichever is the greater, is to be registered over all services outside road reserves
- 2.5.16 The geometric design of roads, parking areas and overland escape routes must ensure that no trapped low points are created
- 2.5.17 Where applicable, no phase or individual even within a phase shall be transferred before installation and functioning of all services required for that particular phase.

GENERAL

- The owner / developer shall be responsible for all costs incurred in respect of the upgrading, extension, deviation, connection or removal of any existing storm water, sewerage, electricity, roads or other service or work arising from the development.
- **The requirements as per annexure 1 shall be noted.**

13.6 TRADE NAMES OR PROPRIETARY PRODUCTS – Not Applicable

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

13.7 EMPLOYMENT OF SECURITY PERSONNEL – Not Applicable

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

13.8 FORMS FOR CONTRACT ADMINISTRATION – Not Applicable

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annexed**).

TENDER NO: 47F/2023/24

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)	EPWP SUPPLIED PROJECT NUMBER: (6)																	
DIRECTORATE:	DEPARTMENT:																	
CONTRACTOR OR VENDOR NAME:	CONTRACTOR OR VENDOR E-MAIL ADDRESS:																	
CONTRACTOR OR VENDOR CONTACT PERSON:	CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK																
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																		
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR						

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)	
R	

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			