


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 89

**TENDER NO: 170P/2022/23**

**TENDER FOR THE LEASE OF PORTION OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD,  
GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**

**CONTRACT PERIOD: 5 YEARS FROM LEASE COMMENCEMENT DATE WITH AN OPTION TO  
RENEW FOR AN ADDITIONAL FIVE YEARS (CUMULATIVE 10 YEARS)**

In terms of the provisions of the Municipal Asset Transfer Regulations R.878/2008, Immovable Property By-Law, 2015, and the City's Supply Chain Management Policy, 2019, tenders are hereby invited for the lease of the following immovable property owned by the **City of Cape Town** (also referred to in this document as the City or **CCT** or the Lessor

**VOLUME 1: TENDERING PROCEDURES**

**CLOSING DATE:** 10 November 2022

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX NUMBER:** 151

**TENDER FEE:** [ R 200 ] 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.

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

<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

**TENDER SERIAL NO.:**

SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
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## (1) GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>07 October 2022</b>
<b>SITE VISIT/CLARIFICATION MEETING VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Not Applicable
<b>TENDER BOX &amp; ADDRESS</b>	:	<b>Tender Box as per front cover</b> at the <b>Tender &amp;Quotation Boxes Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	<p>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 <b>“TENDER NO. 170P/2022/23: TENDER FOR THE LEASE OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT FOR THE USE OF A RESTAURANT AND PARKING “</b>, 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.</p> <p>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.</p>
<b>CCT TENDER REPRESENTATIVE</b>		<p>Name: Charnall Eastland Tel. No.: 021 400 9328 Email:Charnall.Eastland@capetown.gov.za</p>

## (2) CONDITIONS OF TENDER

### 2.1 General

The following terms shall be interpreted in the context of this tender as indicated:

- a) "Closing time" means the date and hour specified in the tender documents for the receipt of tenders.
- b) "Contract" means the written agreement entered into between the CCT and the tenderer, as recorded in the Agreement of Lease signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "Contractor" or "Lessee" means the successful tenderer (the entity to whom the contract has been awarded) in terms of a tender invited by the CCT for the lease by the CCT of any immovable property or other asset.
- d) "Contract price" means the rental payable by the Contractor.
- e) "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.
- f) "Day" means calendar day.
- g) "Force majeure" means an event beyond the control of the tenderer and not involving the tenderer's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the CCT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, and quarantine restrictions.
- h) "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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive any tenderer of the benefits of free and open competition.
- i) "GCC" in this context means these General Conditions of Contract.
- j) "Republic" means the Republic of South Africa.
- k) "Lessor" means the Council of the City of Cape Town (also referred to in this document as the City or CCT).
- l) Special conditions of contract applicable to this tender.– **Refer to Section 7 of this document, "General Conditions of Lease"**

#### 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**

**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.

### **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 Alternative Bidder**

Alternative 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 alternative 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:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto: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:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 086 202 9982

### 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, 2<sup>nd</sup> 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](http://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 Eligibility 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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.**

#### 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 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.

The functionality (technical and financial) of the tenderers and their proposals/offers/bids will be evaluated taking into account the following areas for consideration:

**PART A:** Business Plan including projected financial plan, operation plan, marketing plan and health and safety plan and basic restaurant concept, and family oriented décor and design concept.

**PART B:** Financial capability as it relates to the business plan, access to funding and available to fund operations.

**PART C:** Company profile including experience in operating similar facilities.

**PART D:** Experience and Expertise of minimum key personnel within the company.

Submissions will be evaluated based on information and evidence provided by tenderers that addresses and respond to the factors listed under the "Evaluation Criteria and Points" column of Table 1 (below):

Table 1		
<b>NOTE:</b> <u><b>All information requested under the Evaluation Criteria must be provided in order to obtain the applicable functionality score</b></u>		
Evaluation Area	Evaluation Criteria	Maximum Points



<p><b>PART A: Business Plan</b></p> <p>The objective of this tender is to establish a family friendly restaurant offering a varied menu with quality food products based on affordability, environmentally friendly and accessible to all visitors.</p> <p>The Business Plan must include information the following:</p> <ul style="list-style-type: none"> <li>a) <b>Financial Plan</b></li> <li>b) <b>Daily Operation Plan</b></li> <li>c) <b>Marketing Plan</b></li> <li>d) <b>Health and safety Plan</b></li> <li>e) <b>Description of basic restaurant concept.</b></li> <li>f) <b>Family oriented décor and design concept</b></li> </ul>	<p><b>(a) Financial Plan</b></p> <ul style="list-style-type: none"> <li>• Start-up costs</li> <li>• Forecast profit and loss.</li> <li>• Cash flow projections</li> <li>• Break-even point</li> <li>• Maintenance and improvement budget</li> </ul> <p><u>Refer to Part A (a) on page 15 below for further information and details required.</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 10</u></p>	<p><b>10</b></p>
	<p><b>(b) Daily operations plan</b></p> <ul style="list-style-type: none"> <li>• Organisational structure</li> <li>• Roles and responsibilities</li> <li>• Resources plan.</li> </ul> <p><u>Refer to Part A (b) on page 16 below for further direction on the information/evidence required.</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 10</u></p>	<p><b>10</b></p>
	<p><b>(c) Marketing plan</b></p> <ul style="list-style-type: none"> <li>• Target market</li> <li>• Strategy to reach the target market.</li> <li>• Quality assurance plan</li> </ul> <p><u>Refer to Part A (c) on page 16 below for further direction on the information/evidence required.</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided – 5</u></p>	<p><b>5</b></p>

	<p><b>(d) Health and Safety Plan</b></p> <ul style="list-style-type: none"> <li>• Hazard identification matrix.</li> <li>• Risk Plan</li> <li>• Relevant regulations</li> </ul> <p>Refer to Part A (d) on page 16 below for further direction on the information/evidence required.</p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 5</u></p>	5
	<p><b>(e) Description of basic restaurant concept</b></p> <ul style="list-style-type: none"> <li>• Description of menu concept</li> <li>• Description of the menu price range</li> </ul> <p>Refer to Part A (e) on page 16 below for further direction on the information/evidence required.</p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 5</u></p>	5
	<p><b>(f) Family oriented décor and design concept</b></p> <p>Décor and design ( look and feel concept)Refer to Part A (f) on page 17 below for further direction on the information/evidence required.</p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 5</u></p>	5
	<p><b>Total Points for Evaluation Area A</b></p>	40

<p><b>PART B: Financial Capabilities</b></p>	<p>(a) <b>Documentation provided demonstrates Capital funding availability as per the Financial Plan</b></p> <ul style="list-style-type: none"> <li>Evidence/proof of funding.</li> </ul> <p><u>Refer to Part B (a) on page 17 below for further direction on the information/evidence required.</u></p> <p><u>Complete Schedule 16 on page 60</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 30</u></p>	<p><b>30</b></p>
	<p><b>Total Points for Evaluation Area B</b></p>	<p><b>30</b></p>
<p><b>PART C: Company Profile</b></p> <p>Experience and/ or expertise of the tenderer in relation to the operation of similar business being successfully operated.</p>	<p><b>a) Business License</b></p> <ul style="list-style-type: none"> <li>Evidence of current or past food handling and business licenses provided (please attach copies of current or past similar business licenses)</li> </ul> <p><u>Refer to Part C (a) on page 17 below for further direction on the information/evidence required.</u></p> <p><u>Complete Schedule 17 on page 61</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided - 20</u></p>	<p><b>20</b></p>
	<p><b>Total Points for Evaluation Area C</b></p>	<p><b>20</b></p>

**PART D: Experience and Expertise of minimum key personnel within the company:**

- a) General Manager
- b) Finance Manager
- c) Food Manager

**a) The General Manager**

The following is required:

- At least 3(three) years' experience in managing a similar business.
- Contactable references to confirm experience

Refer to Part D (a) on page 18 below for further direction on the information/evidence required

Complete Schedule 18 on page 62

Points allocation:

- i) None or some of the information required above is provided – 0
- ii) All of the information required above is provided - 4

4

**b) Finance Manager (Accountant/ Sourced Service Provider etc.)**

The following is required:

- At least 3(three) years' experience in managing a similar business.
- Contactable references to confirm experience

Refer to Part D (b) on page 18 below for further Points allocation:

Complete Schedule 18 on page 62

Point allocation:

- i) None or some of the information required above is provided – 0
- ii) All of the information required above is provided – 4

4

	<p><b>c) Food Manager (Cook/Chef etc.)</b></p> <p>The following is required:</p> <ul style="list-style-type: none"> <li>• At least 3(three) years' experience in managing a similar business.</li> <li>• Contactable references to confirm experience</li> </ul> <p><u>Refer to Part D (c) on page 18 below for further direction on the information/evidence required</u></p> <p><u>Complete Schedule 18 on page 62</u></p> <p><u>Points allocation:</u></p> <p>i) <u>None or some of the information required above is provided – 0</u></p> <p>ii) <u>All of the information required above is provided – 2</u></p>	
	<b>Total Points for Evaluation Area D</b>	<b>10</b>
	<b>TOTAL EVALUATION POINTS</b>	<b>100</b>

2.2.1.1.3.1 Submissions will be evaluated based on the information provided by tenderers that address the factors listed under the "Evaluation Area" above.

2.2.1.1.3.2 No tender will be regarded as an acceptable/responsive tender if it fails to achieve the minimum qualifying score for functionality of **60** out of the Total Points indicated (**100**).

2.2.1.1.3.3 Tenderers shall ensure that all relevant supporting information has been submitted with its tender submission to ensure optimal scoring of functionality points.

2.2.1.1.3.4 Tenders that have achieved the minimum qualifying score shall be evaluated further in terms of competitive and market-related rental.

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.

The tenderers submission should be clearly titled and numbered and should be referenced in A more detailed explanation of the functionality criteria is given below:

## EVALUATION AREAS AND TENDER SUBMISSION REQUIREMENTS

Scoring will be determined by the extent to which the tenderer's Business Proposal aligns with the City's objectives for the property. Prospective tenderers are required to submit a full business proposal, as indicated below.

Furthermore, the completion of the schedules (page 59 to 62) for functionality scoring purposes, including documented proof where applicable, is for the purposes of functionality scoring. The onus is on the tenderer to provide adequate, clear and understandable information to enable a proper evaluation of the offer being submitted.

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 **Business Proposal**, which should preferably provide information under the content headings listed below. It is suggested that the length of the **Business Proposal** be not less than five (5) pages and not more than twenty (20) pages and that it should show details of how the tenderer intends developing and using the site, with projected funding, financial viability, and respond with the details asked for in this clause 2.2.1.1.4 **PART A, PART B, PART C** and **PART D**.

#### **PART A: BUSINESS PLAN**

The bidder must provide this information as a written methodology supported by any graphics that may prove effective in clarifying any details of the operation.

**Note to tenderer:** It is not a requirement that tenderers utilise professional service providers to produce the Business Plan documentation. Hand drawn plans are acceptable, financial projections need not be in the form of spreadsheets, etc. The purpose of the plan is to assess the capability of the tenderer/organization to implement a restaurant business that meets the needs of the organization in a time frame and to a standard acceptable to the City and the surrounding community.

The business plan must be discussed under the following headings, with the relevant documented proof attached:

##### **a) Financial Plan (Projected) for the first year of operations:**

- i. The Financial Plan for the first year of operation must include; Startup costs, Forecast profit and loss, Cash flow projections, Break-even point and Maintenance and improvement budget.
- ii. The Startup costs should include but not be limited to items such as, Rental, Renovation and Décor, Kitchen Supplies and Equipment, Restaurant Technology, Licenses, Permits, Marketing and Other Costs.
- iii. The Forecast of profit and Loss should be in the form of a Projected Cash Flow Statement.
- iv. The Financial Plan should also include an Income Statement and a Capital Expense Budget.
- v. The Break-even point should indicate the number of menu items you need to sell each month so that your costs equal your revenue.
- vi. In terms of the City's standard commercial leases it is the Lessee's (tenderers) responsibility to ensure the property is maintained and kept in good order. It is therefore important that a portion of the Lessees budget be allocated to the property maintenance of the property.

##### **b) Daily operational plan**

The Daily Operational Plan should, clearly and in detail, elaborate on the physical, financial and

human resources you will allocate on a day-to-day basis in support of your company's broader strategic objectives. The operations plan should include the following:

- i) Organisational structure provided outlining the management functions and roles provided. Personnel roles clearly identified and tasks and responsibilities clearly described.
- ii) Demonstrate roles and responsibilities align to the business needs and that service delivery standards are demonstrated.
- iii) The Resource Plan should specify the exact quantities of labour, equipment and materials needed to meet the functional needs of the restaurant daily.

The bidder must provide this information as a written methodology supported by any graphics that may prove effective in clarifying any details of the operation.

#### **c) Marketing Plan**

The Marketing Plan should include:

- i) Target markets and strategies to reach the target market.
- ii) Consideration to be given to the unique location and the proximity to Cape Town Stadium.
- iii) Such resources and plans to be clearly illustrated and aligned to the budget income statement provided.
- iv) Quality Assurance Plan to ensure that the quality of the product and service is maintained over time.

#### **d) Health and Safety Plan**

The Health and Safety Plan should:

- i) Clearly Identify potential hazards and potential major incidents within the workplace.
- ii) Clearly describes and identifies work procedures to mitigate, reduce or control the hazards identified. (i.e. Emergency procedures, including evacuation and first aid, location of first aid stations, reporting of injuries and unsafe conditions etc.)
- iii) Relevant Occupational Health and Safety Acts and Regulations applicable to the operation and management of similar facilities are clearly identified.

#### **e) Description of basic restaurant concept**

Description of the proposed concept should include:

- i) Product range and menu offering which integrates into the existing family friendly concept and the local community needs, and caters for a variety of food preferences.
- ii) The affordability of menu in relation to the customers and general market which should be demonstrated by a price list of the offerings.

#### **f) Family oriented décor and design concept**

The bidder should consider the adequacy and appropriateness to, service and customer requirements in accordance with the family restaurant concept.

The bidder must provide this information as a graphic presentation showing branding and signage.

## **PART B: FINANCIAL CAPABILITY**

**a) The tenderer must demonstrate its financial ability to establish and sustain the proposed business as per the intentions set out in its business plan.**

The following information is required for such evaluation: At least one (1) of the following is required.

- i. A letter (s) from recognised and registered financial institution/ or a genuine letter of undertaking from private investor(s) indicating access to finance which will enable the tendering entity to carry out the required capital expenditure and working capital to fund the operations for a least the first 12 month period as it relates to funding the business proposal.
- ii. If you are funding the venture yourself, please submit 3 months' certified bank statements or any other supporting documents to demonstrate adequate funding.

## **PART C: COMPANY PROFILE**

Scoring will be determined on the basis of the tendering entity's company profile and portfolio of similar business, the demonstrable and proven knowledge, experience and qualifications of the tendering entity. The tenderer is required to discuss this section under the following preferred headings and **attach** the relevant documented proof:

### **a) Business Licences (same or similar businesses)**

- i) The tenderer to provide copies of business licences of the same or similar businesses operated. (Please attach copies of current/past licenses)

Note: A business in the City of Cape Town must apply for a business licence if their operations include the sale or supply of meals. For further information refer to the City website: <https://www.capetown.gov.za/City-Connect/Apply/Licences-and-permits/Business-and-trade/Apply-for-a-business-licence>

## **PART D: EXPERIENCE AND EXPERTISE OF KEY PERSONNEL WITHIN THE COMPANY**

Scoring will be determined on the basis of demonstrable and proven knowledge, experience and qualifications of the tenderers staff and officials. The tenderer is required to discuss this section under the following preferred headings and **attach** the relevant documented proof:

The tenderer is required to submit the CV's which should include a contactable reference of the relevant personnel showing the relevant experience.

NOTE: It is permissible for one official to be qualified to fulfil more than one of the below-mentioned positions.

### **a) General Manager**

General Manager with not less than 3 years experience in managing a similar business. Contactable references to be provided.



**b) Finance Manager (Accountant/ Sourced Service Provider etc.)**

Accountant/Financial Manager/Out Source Service Provider with not less than 3 years experience in providing services in a similar business. Contactable references to be provide.

**c) Food Manager (Cook/Chef etc.)**

Chef/cook with not less than 3 years experience providing services in a similar business. Contactable references to be provided.

**2.2.1.1.4 Local production and content**

Not Applicable

**2.2.1.1.5 Pre-qualification criteria for preferential procurement**

Not Applicable.

**2.2.1.1.6 Provision of samples**

Not Applicable

**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**

Not applicable.

### **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 Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, 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 the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

##### **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 Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> 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 Certificate.

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 and the preferences 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 bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

**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 on the clause below 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:

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:

$$P_s = 80 \times \left( 1 - \frac{(P_t - P_{\max})}{P_{\max}} \right)$$

Where:  $P_s$  is the number of points scored for price;  
 $P_t$  is the price of the tender under consideration;  
 $P_{\max}$  is the price of the highest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points ( $N_P$ ) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

\*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

**The total number of adjudication points ( $N_T$ ) shall be calculated as follows:**

$$N_T = P_s + N_P$$

Where:  $P_s$  is the number of points scored for price;

Np is the number of points scored for preference.

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

#### **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 PPPFA Regulations, 2017, 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 and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

**2.3.12.5** The CCT reserves the right to nominate an alternative 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 alternative 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

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 170P/2022/23**

**TENDER DESCRIPTION: TENDER FOR THE LEASE OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**

**CONTRACT PERIOD: 5 YEARS FROM LEASE COMMENCEMENT DATE WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS (CUMULATIVE 10 YEARS)**

**VOLUME 2: RETURNABLE DOCUMENTS**

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

<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

### (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):

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

## (4) FORM OF OFFER AND ACCEPTANCE

**TENDER FOR THE LEASE OF PORTION OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD,  
GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**

**CONTRACT PERIOD: 5 YEARS FROM LEASE COMMENCEMENT DATE WITH AN OPTION TO RENEW  
FOR AN ADDITIONAL FIVE YEARS (CUMULATIVE 10 YEARS)**

**OFFER: (TO BE FILLED IN BY TENDERER):**

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

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (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 OFFICIALS	OF	CITY
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

TENDER FOR THE LEASE OF PORTION OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD,  
GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING

CONTRACT PERIOD: 5 YEARS FROM LEASE COMMENCEMENT DATE WITH AN OPTION TO RENEW  
FOR AN ADDITIONAL FIVE YEARS (CUMULATIVE 10 YEARS)

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Lessor'):

- accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS  
THE "LESSEE")**,

thereby concluding a contract with the Lessee for a contract period commencing on and \_\_\_\_\_  
terminating on \_\_\_\_\_;

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_(PLACE) (DD) (MM) (YY)

\_\_\_\_\_  
Signature(s) and stamp of  
Executive Director or his/ her delegated authority

\_\_\_\_\_  
Print name(s):  
(duly authorised in terms of the  
System of Delegations as approved ||  
by Council)



## (5) PRICE SCHEDULE

**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'**

In accordance with the *Contract Form*, the Tenderer offers to lease the following property at the stated monthly rental which constitutes the full tender offer as indicated:

### LOCATION: PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT

MONTHLY RENTAL(BASE RENTAL)	MONTHLY RENTAL PAYMENT (ESCALATING AT 6% PER ANNUM)		
	Total excluding VAT R	Add VAT (15%) R	Total including VAT R
	R	R	R

Offer to lease excl. Vat: (in words) \_\_\_\_\_

Percentage of the turnover rental %	
-------------------------------------	--

- NB:**
- The turnover rental will be equivalent to a %(percentage) of gross annual turnover based on audited annual financial statements and will be payable annually and tenderers must state their proposed percentage of turnover.
  - Both the monthly rental and the turnover percentage will be added together for evaluation purposes to determine the successful tenderer.
  - The proposed rental will then be scored based on both base rental plus turnover rental on a 80:20 weighting.

#### Scoring Rental Offers

The score of the responsive tender offers will be calculated using the following formula:

$$N_{FO} = (W_1 \times A) + (W_2 \times B)$$

where:

- $N_{FO}$ : is the number of tender evaluation points awarded for the financial offer.
- $W_1$ : is the maximum possible number of tender evaluation points awarded for the base rental (80%)
- $W_2$ : is the maximum possible number of tender evaluation points awarded for the percentage of turnover rental (20%)
- $A$  is a number calculated using the formula and option described in the Table below
- $B$  is a number calculated using the formula and option described in the Table below

#### Formulae for calculating the value of A and B

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest base rental	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Highest turnover rental	$B = (1 + \frac{(P - P_m)}{P_m})$	$B = P/P_m$

<sup>a</sup>	<i>P<sub>m</sub></i>	is the comparative offer of the most favourable comparative offer.
	<i>P</i>	is the comparative offer of the tender offer under consideration.

**Pricing Instructions:**

1. State the rates and prices in Rand unless instructed otherwise in the tender conditions.
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.
3. All prices shall be tendered in accordance with the units specified in this schedule.
4. The rental price excluding value-added tax (VAT) is the official tender rental amount for tender comparison and evaluation purposes.
5. VAT will be added to the rental, and the VAT-inclusive rental price will be payable by the Lessee.
6. In the event of the Tenderer indicating an incorrect VAT-inclusive total due to a calculation error, that figure will be corrected by adding the current VAT rate to the rental excluding VAT.
7. A Tender rental price may not be determined by reference to any other tender and must state a specific sum of money expressed in South African currency (Rand) only.
8. The City reserves the right to reject any conditional Tender including any offer where different tender/contract conditions are proposed by the Tenderer.
9. Competitive offers, which fall below the reasonable market-related rental, and are not to the City's satisfaction will not be considered by the City. Competitive offers to City's satisfaction are expected
10. The Lessee will be required to pay a deposit equal to one (1) month's rental (excluding VAT) on signature of the Lease Agreement.
11. The rental will be subject to a 6% (six percent) annual escalation. A turnover rental equivalent to a percentage of gross annual turnover based on audited annual financial statements is payable.
12. The lease shall endure for a period of 5(five) years with an option of renewal for an additional 5(five) years. (cumulative 10 years)
13. The City reserves the right not to accept any offer.
14. It is advisable for any prospective tenderer to consider consulting with their own professional advisors in the matter of determining rental offers for the purpose of this tender submission.

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:

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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 Schedule

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- **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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic

Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.2 POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>max</sub> = Price of highest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....



9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---	---

<b>For official use.</b>		
<b>SIGNATURE OF CITY OFFICIALS AT TENDER OPENING</b>		
<b>1.</b>	<b>2.</b>	<b>3.</b>

## 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 state<sup>1</sup>, 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 or 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/adjudicating 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, shareholder<sup>2</sup>):.....
  - 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

***'MSCM 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.***

***<sup>2</sup> 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><b>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?</b></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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p><b>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?</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
2.7.1	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



<p align="center"><b>Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town</b></p>
---

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:

- 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
- 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
- confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- 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 <b>Business</b> 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 <b>residential</b> 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

**\_8. Pricing Instructions:**

- 8.1 The Contract Price Adjustment mechanism and contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 The rental will be subject to a 6% (six percent) annual escalation.

---

 Signature

Print name:

On behalf of the tenderer (duly authorised)

---

 Date

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender no. **170P/2022/23** [**TENDER NO: TENDER FOR THE LEASE OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**] 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 consortium<sup>1</sup> 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))

**(<sup>1</sup> 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: Local Content Declaration / Annexure C**

Not applicable

## **Schedule 11: Price Basis for Imported Resources**

**Not applicable.**

<b>Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors</b>
--

Not applicable.

### **Schedule 13: List of other documents attached by tenderer**

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

	<b>Date of Document</b>	<b>Title of Document or Description</b> <b>(refer to clauses / schedules of this tender document where applicable)</b>
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 14: 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:** .....  
.....

<p align="center"><b>Schedule 15: Information to be provided with the tender as required in the Functionality Criteria</b></p>
--

FUNCTIONALITY CRITERIA	PAGE NUMBER WHERE INFORMATION CAN BE FOUND IN TENDERERS SUBMISSION	ADDITIONAL INFORMATION PROVIDED
PART A: Business Plan		
a. Financial Plan		
b. Daily Operation Plan		
c. Marketing Plan		
d. Health and safety Plan		
e. Description of basic restaurant concept		
f. Family oriented décor and design concept		
PART B: Financial Capabilities		
PART C: Company Profile		
a. Business Licence(same or similar businesses past or current businesses)		
PART D: Experience and Expertise of key personnel within the company		

**SIGNED ON BEHALF OF TENDERER:** .....

<b>Schedule 16: Financial Capabilities- Functionality Question PART B (a)</b>
---

Refer to Functionality question Part B (a) for further direction:

Name of Financial Institution/Private Investor	
Contact Person and designation	
Telephone number	
Mobile Number	
E-mail address	
Guaranteed Amount	
Validity Period	

**SIGNED ON BEHALF OF TENDERER:** .....

<p align="center"><b>Schedule 17: Company Profile – Functionality Question Part C (a)</b>  <b>Business Licence (same or similar businesses past or current businesses)</b></p>
--

Refer to Functionality question Part C (a) for further direction:

Trade Name of Business	
Street Address of Business	
Postal Address of Business	
Date of Issue	
Years Business was in operation	
Name of Applicant under which business licence was issued	
Business Telephone Number	
Mobile Number	


**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 18: Key Members and Personnel Experience - Functionality Question PART C (b)

Indication of experience, knowledge, and skills. Please provide information on Tenderers key members and personnel who will manage and operate the proposed restaurant as requested in Functionality Questions Part D Provide contactable references.

Name and Surname	<ul style="list-style-type: none"> <li>General Manager</li> <li>Finance Manager (Accountant/ Sourced Service Provider etc.)</li> <li>Food Manager (Chef or Cook etc.)</li> </ul>	Years of experience in related business	Contactable reference details ( i.e. Name telephone number/e-mail address)

**SIGNED ON BEHALF OF TENDERER:** .....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 170P/2022/23**

**TENDER DESCRIPTION: TENDER FOR THE LEASE OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**

**CONTRACT PERIOD: 5 YEARS FROM LEASE COMMENCEMENT DATE WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS (CUMULATIVE 10 YEARS)**

## **VOLUME 3: DRAFT CONTRACT**

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

<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## **(7) GENERAL CONDITIONS OF LEASE**

### **7.1 GENERAL LEASE TERMS**

**After the award of the tender, the successful Tenderer (hereinafter referred to as the “Lessee”) will be required to sign a Lease Agreement within 21 days of being requested to do so by the City (hereinafter referred to as the “Lessor”), which may include *inter alia* the following conditions as well as additional property specific conditions as may be determined by the Director: Property Management.**

- 7.1.1 The rental shall be paid by the Lessee to the Lessor monthly in advance.
- 7.1.2 Should the lease be renewed, the rental shall escalate at 6% per annum on the anniversary of the lease commencement date.
- 7.1.3 The rental excludes VAT, property rates, consumption charges, and other fees and charges to be levied on the Lessee by the Lessor.
- 7.1.4 The Lessee will be required to pay a deposit equal to one (1) months’ rental (excluding VAT) on signature of the Lease Agreement.
- 7.1.5 The Lessor will have the right to apply the whole or a portion of the deposit towards payment of the rental, water or electricity charges, key replacements, renovations or to set off any other liability of whatsoever nature for which the Lessee is responsible in terms of this agreement, not limited to damages caused as a result of the conduct of the Lessee or its employees or agents. If any portion of the deposit is applied or set off, the Lessee must reinstate the deposit to its original amount, within 7 (seven) business days from being requested by the Lessor, in writing, to do so.
- 7.1.6 The deposit shall be retained by the Lessor until after the Lessee has vacated the Property and the Lessee has completely and fully discharged all of its obligations to the Lessor arising from the Lease, where after such amount as may be due to the Lessee in respect of the deposit, which amount may include the entire deposit or a portion thereof, shall be refunded to the Lessee as soon as reasonably possible after the Lessee has vacated the Property following expiry of the lease or if the lease was renewed, the renewal period.
- 7.1.7 The Lessee shall, with effect from the lease commencement date and in addition to the payment of rental, be liable for the payment of all other taxes and levies, whether statutory, municipal or otherwise in respect of any aspect of this lease.
- 7.1.8 The Lessee shall pay for the cost of all electricity and water supplied to and consumed upon the Property during this lease.
- 7.1.9 The Lessor shall not be liable for any latent or patent defects in the Property.
- 7.1.10 The Lessee shall maintain the Property and improvements throughout the lease.
- 7.1.11 The Lessee may not improve or renovate the Property without the Lessor’s prior written consent.
- 7.1.12 The Lessee may install any fixtures, fittings and equipment in the interior of the Property which are required for the Lessee to carry on its business and activities in terms of this Lease, subject to obtaining the Lessor’s prior written consent.
- 7.1.13 The installation of any such fixtures, fittings and equipment must be paid for by the Lessee and the Lessee is not entitled to claim compensation for such installation from the Lessor.
- 7.1.14 All fixtures, fittings and equipment must be removed by the Lessee before vacating the Property due to the termination of the Lease for any reason whatsoever, or if the Lessee is otherwise required to do so by the Lessor. The Lessee must repair and make good, to the reasonable satisfaction of the Lessor, any loss or damage to that portion of the Property caused by the removal.
- 7.1.15 Possession of the property shall be taken on signature of the Lease Agreement, unless agreed otherwise between the Parties in writing.
- 7.1.16 The Lessee will be deemed to have received vacant occupation of the Property with effect

from the lease commencement date, unless agreed otherwise between the Parties in writing.

- 7.1.17 The Lessee may not sub-let the Property or any portion thereof, cede or assign its rights and obligations in terms of the lease agreement or part with possession or allow any other party to use or have occupation of the Property or portion thereof without the Lessor's prior written consent.
- 7.1.18 The Lessee must ensure that with effect from the lease commencement date and for the duration of the lease, adequate insurance is in place over the Property (All risk insurance) and its employees (Employers liability insurance). Such insurance must be procured from a reputable insurer and include insurance of the Lessee's own assets and equipment including hired equipment.
- 7.1.19 In respect of its business operation, the Lessee shall be required to procure business interruption insurance to cover any loss of trade, remuneration of employees etc. and in the event of the Lessee being a company, Employers and Officers liability insurance.
- 7.1.20 The Lessor shall be exempted from any liability in respect of claims brought against it arising out of the Lessee's occupation of the Property. In the event of the Lessee being under insured or its insurers repudiating a claim for whatever reason, there shall be no recourse against the Lessor.
- 7.1.21 The Lessee shall be responsible for all necessary costs related to the lease of the Property including but not limited to the payment of Value Added Tax on the rental, Lease Agreement fee, professional fees, improvement costs, survey costs, servitude registration costs, any stamp duties or rates taxes and levies which may be levied by any municipal or her competent authority against the property or improvements thereon.
- 7.1.22 The Lessee will at its own cost be responsible for all statutory approvals (e.g. environmental authorisation, business and food licence etc.) that may be required in order to proceed with the intended use of the property. The Lessor does not guarantee that any approval required will be granted.
- 7.1.23 The lease of the Property is subject to all conditions contained or referred to in the Lessor's Title Deed of any relevant prior Title Deeds as well as all other conditions or servitudes, if any, which are applicable in respect of the Property.
- 7.1.24 The Lessee undertakes not to alter his/her/its status or capacity in any way prior to concluding the Lease Agreement without the written consent of the Lessor.
- 7.1.25 The City may, if it is of the opinion that the business is being conducted in a manner which is, or is likely to be detrimental to the environment, or a source of nuisance, serve a notice in writing on the Lessee calling upon him/her to:
- a) Comply with the instructions set out in such notice.
  - b) Cease using the premises in question for a business by a date specified in such notice.
- 7.1.26 The Lessee must ensure at its cost that adequate public liability insurance cover to the value of R20 million is in place from the lease commencement date and for the duration of the lease, in order to indemnify all claims, which may be made against the Lessee due to any act or omission, which may occur on the property.

## **7.2 SETUP, TRADING AND OPERATING CONDITIONS OF LEASE**

- 7.2.1 Trading shall operate within the operating hours as indicated.
- 7.2.2 All food and beverage provision activities must be confined to the Leased Area. No roving traders and/or vendors and/or mobile units outside of the restricted areas will be permitted.
- 7.2.3 No additional structures (including mobile dispensing units) may be erected and or parked in and around the Leased Area without consultation or the prior written approval of the City.
- 7.2.4 All equipment and appliances required for operational purposes must be supplied by the Lessee at his/her own costs and must comply with generally accepted industry standards; be properly utilised and maintained during all operations.



- 7.2.5 Food will be subject to routine food safety testing. The movement and handling of food must meet all industry and City health and safety standards.
- 7.2.6 Good general hygiene of the Leased Area, equipment, appliances and staff must be maintained at all times. This will be subject to routine and spontaneous checks by the relevant City officials.
- 7.2.7 Proper arrangements must be made for the management and disposal of all waste matter and in accordance with industry standards. Ideally, waste should be sorted on site and recycled where possible.
- 7.2.8 No fats, oils or remnant foods will be permitted to be disposed of on any part the surrounding area. These must be disposed of according to the required industry and legal standards.
- 7.2.9 Food and other product offerings must be reasonably priced. Offerings should ideally professionally packaged and presented.
- 7.2.10 Service must be efficient and professional. All staff must have basic customer relations management skills.
- 7.2.11 No third party branding will be permitted outside of the Leased Area. The following are the only items that may be displayed after consultation and approval from the City i.e.: name of the restaurant, menu, price list, trading licences and permits.
- 7.2.12 The sale of alcoholic beverages and tobacco products or derivatives thereof will not be permitted.
- 7.2.13 The sale of any counterfeit goods will not be permitted.
- 7.2.14 The City does not accept responsibility for products that do not sell and cannot guarantee the sale of products. Any desired changes to the approved product range during the contract period must be discussed and negotiated with the City in advance.
- 7.2.15 All materials, appliances, equipment, furniture and finishes required in renovation and shop fitting of the property must be supplied by the Lessee and must be to the satisfaction of Heritage Resources Section and Facility manager. The Facilities Manager may set deadlines for submission of any required drawings, plans or concept sketches.
- 7.2.16 Ensure appropriate measures to maintain security in the Lessee's lease area and responsibility area
- 7.2.17 A signage masterplan must be submitted to Environmental & Heritage Management prior to the display of any signage.

### **7.3 SPECIAL LEASE TERMS**

- 7.3.1 The Lessee must ensure that the use, management, operation and service provided comply with generally accepted local and international best practices.
- 7.3.2 The Lessee must prior to commencement of its operations at the Leased Premises, be in possession of an appropriate business license as required in terms of the Business Act No. 71 of 1991.
- 7.3.3 The Lessee must prior to commencement of its operations at the Leased Premises, be in possession of a Certificate of Acceptability for food premises in terms of the Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food, (Regulation R918 dated 30/07/1999 made in terms of the Health Act No. 63 of 1977, as amended).

- 7.3.4 The Lessee must comply with the regulations regarding the Prevention of Rodent Infestation issued in terms of government notice R1141 dated 1996/09/23, as amended.
- 7.3.5 The Lessee must comply with the Western Cape Noise Control Regulation P.N. 2000/2013 at all times in that no disturbing noise or noise nuisance may be caused by any person.
- 7.3.6 The Lessee shall comply with the Occupational Health and Safety acts as amended from time to time.
- 7.3.7 The Lessee must practice and administer refuse recycling and all non-recyclable waste must be removed from the Property as per the relevant Environmental Health regulations and the park standards.
- 7.3.8 The Lessee shall be responsible for all costs relating to the relocation of any services to the Property as a result of giving effect to the provisions of this Lease.
- 7.3.9 The Lessee shall at his own cost provide all stock and consumable supplies required for the intended use of the Lease area.
- 7.3.10 The Lessee shall, as far as possible make use of energy saving lighting, appliances and equipment.
- 7.3.11 The Lessor or its representative has the right for any employee or servant or contractors to enter and be upon the property at any time in the exercise of the aforesaid rights.
- 7.3.12 The lessee may not sublease without the written permission of the Lessor.
- 7.3.13 The existing historical fabric of the Property must be preserved in line with accepted restoration and conservation practices, and in accordance with relevant statutory requirements.
- 7.3.14 No historical or any other material shall be removed from the lease area, without the prior written consent of the Heritage Resource branch of the Lessor.
- 7.3.15 The Lessee must ensure that the use, management, operation and service provided by the restaurant comply with generally accepted local and international industry standards.
- 7.3.16 The Lessee must ensure that the use, management, operation and service provided by the restaurant comply with generally accepted local and international industry standards.
- 7.3.17 Trees located on the Leased Property may not be removed or pruned up higher than they are currently are without prior consultation with and written approval from the Director: Recreation and Parks and the City's Environment and Heritage Management Departments.
- 7.3.18 In the event that the Lessee removes trees without written permission the Lessee will be in contravention of the Streets Public Places and the prevention of noise nuisances By-Law (2007) and any other applicable legislation and may be prosecuted and/or liable for any replacement or rehabilitation measures as determined by an authorised official.
- 7.3.19 Paving may not be extended closer to the root-flare of the trees.
- 7.3.20 Any boundary/ perimeter treatment/ barrier is to be visually permeable and not exceed one meter in height.
- 7.3.21 No permanent structures shall be erected in the outdoor seating lease area.
- 7.3.22 Any physical alteration or new design elements within the lease area, including enclosures, additional landscaping or street furniture, should be to the satisfaction of the City's Environment and Heritage Management branch.

- 7.3.23 Any signage should comply with the City's Outdoor Advertising and Signage by-law.
- 7.3.24 Any alterations or deviations to electricity services necessary as a consequence of the restaurant's requirements, or requested by the Lessee, will be carried out at the Lessee's cost.
- 7.3.25 The City of Cape Town has the right to construct and/or erect and lay such poles, stays, cables, wires or appurtenances aforesaid. This includes the right to bring machinery onto the property and to carry out excavations.
- 7.3.26 The Lessor or its representatives has the right for any employee or servant or contractor of the City of Cape Town to enter and be upon the property at any time in the exercise of the aforesaid rights.
- 7.3.27 No building, containers or structure shall be erected within 3 (three) metres of the electrical services.
- 7.3.28 Due to existing service no excavation or filling shall be carried out within the leased area without the prior written consent of the Director Electricity Generation and Distribution via the wayleave approval process.
- 7.3.29 All excavations within 3(three) metres of the electricity service must be carried out under the direction of a representative of the Department Electricity Generation and Distribution. In this regard, the Department's Drawing Office Manager Mr D Smith on 021 444 2146 or davidb.smith@capetown.gov.za (or his succession in title) should be contacted.
- 7.3.30 No stakes, pegs or pins shall be driven into the ground within 1 (one) metre of any part of the electricity services.
- 7.3.31 No plant or material shall be stored within 1(one) metre of any part of the electricity services.
- 7.3.32 No mechanical plant may be used within 3(three) meters of medium voltage cable or 5 (five) metres of high voltage cable.
- 7.3.33 The Lessee shall be responsible at all times for the maintenance and good order of the land.
- 7.3.34 On termination of the lease, the entire leased area must be reinstated at the Lessee's expense to a condition acceptable to the Department Electricity Generation and Distribution. Enquiries regarding Electricity Service Department comments may be directed to Shiraaz Swartland or her successor in title at [shiraaz.swartland@capetown.gov.za](mailto:shiraaz.swartland@capetown.gov.za) or at 021 444 2177.
- 7.3.35 New and/or additional fencing may not be implemented on the Lease Area without the Lessor's or its representatives written approval.
- 7.3.36 The Lessor will provide the Lessee with a Power of Attorney to be its lawful attorney and agent, to submit on its behalf the necessary applications to obtain the approvals necessary to proceed with the use of the property.
- 7.3.37 Daily operations of the restaurant may have to be adjusted on occasion to meet the logistical requirements of other events happening at the Cape Town Stadium.
- 7.3.38 All food and beverage provision activities must be confined to the leased area. No roving traders and/or vendors and/or mobile units outside of the restricted lease area will be permitted.
- 7.3.39 No additional structures (including mobile dispensing units) may be erected and or parked in and around the Leased Area without consultation or the prior written approval of the Lessor or its representative.
- 7.3.40 All equipment and appliances required for operational purposes must be supplied by the Lessee at his/her own costs and must comply with generally accepted industry standards; be

properly utilised and maintained during all operations.

- 7.3.41 Food may be prepared on-site using pre-approved methods and equipment. All cooking, heating and chilling apparatus will be required to be installed and operated by the Lessee at his/her own cost.
- 7.3.42 Food will be subject to routine food safety testing. The movement and handling of food must meet all industry and City health and safety standards.
- 7.3.43 Good general hygiene of the leased area, equipment, appliances and staff must be maintained at all times. This will be subject to routine and spontaneous checks by the Lessor or its representatives.
- 7.3.44 Proper arrangements must be made for the management and disposal of all waste matter and in accordance with industry and standards. Ideally, waste should be sorted on site and recycled where possible.
- 7.3.45 Remnant foods, fats or oils must be disposed of according to the required industry and legal standards.
- 7.3.46 Service must be efficient and professional. All staff must have basic customer relations management skills.
- 7.3.47 No third party branding will be permitted inside and/or outside of the lease area. The following are the only items that may be displayed after consultation and approval from the Lessor its representatives: name of the eatery, menu, price list, trading licences and permits.
- 7.3.48 The sale of any counterfeit goods will not be permitted.
- 7.3.49 The Lessee will be responsible for all municipal and direct service costs to independent/private service providers.
- 7.3.50 The Lessee is required to adhere to the Building Management's operational plan for the building.
- 7.3.51 The lease contract shall cater for the scenario should the City pursue a precinct management methodology for the General Green Point common and surroundings. The Lessee shall be obliged to participate in such precinct management activities.
- 7.3.52 Major events at the Green Point stadium may be disruptive and noisy. The Lessee acknowledges and accepts these potential disruptions
- 7.3.53 Specific arrangements to allow access during events at the Green Point Stadium shall be approved by the Lessee and the Lessee agrees to co-operate with the Lessor or its representatives in respect of any special arrangements that are required in order to accommodate these events.
- 7.3.54 Access to the area shall be available 24(twenty-four) hours a day to personnel of the Water and Sanitation Department.
- 7.3.55 The access control system shall be uncomplicated and to the satisfaction of the Water and Sanitation Department in order to provide immediate access to Water and Sanitation personnel, together with vehicles and plant as may be required, in addition to vehicular access gates pedestrian gates incorporating Water pattern padlocks may be required.
- 7.3.56 Where gates are fitted with padlocks the Water padlocking system shall be installed at the Lessee's cost. Details of the lock arrangement may be obtained from the Principal Water Inspector, telephone number 021 957 4765.
- 7.3.57 The Lessor, its officials or its representative shall not be liable for any damages or loss if any

locks or gate are forced or broken in order to gain access to attend to burst mains, blocked sewers or other emergencies such as inspections that must be carried out, meters that must be read, or any other cause outside the control of the Lessor or its officials or its representatives.

7.3.58 The Lessee shall bear the cost of the installation of repositioning of any valve, hydrant, meter or other fitting and all protective measures to the water installation that may be necessitated by the lease/purchase and servitude) of land or closure of a public street.

7.3.59 The Ground surface over a water or sewer main shall not be altered in any way except with prior approval of the Water and Sanitation Department.

7.3.60 No trees shall be planted within 3(three) metres of the water and sewer mains.

7.3.61 The Lessor or its representative shall not be liable for any loss or damage within the lease area caused by the water main bursting or leaking or by any repair or maintenance work to the water main or fittings.

7.3.62 Any purchase/ servitude/closure of the leased area shall be subject to the further approval of the Chief Fire Officer and all conditions imposed by him.

7.3.63 Detail of the final proposal mentioned in 7.3.62 above shall be submitted to the Water and Sanitation Department for approval prior to closure being affected.

7.3.64 The Lessee shall advise the District Manager of Reticulation in writing not less than 14(fourteen) days before the area is closed off.

7.3.65 The lease is subject to the provisions of the Environmental Record of Decision of the Ministry for Environmental, Planning and Economic Development set out in letters Lessor dated 5<sup>th</sup> of January 2007 and 30<sup>th</sup> of June 2008(ROD) and the Amended ROD (15<sup>TH</sup> of October 2015) to the extent that is relevant to the leased area.

7.3.66 The Lease is subject to the terms and conditions of the Compliance Management System.

7.3.67 The Lessee shall participate in the Green Park Urban Park Coordination Forum or any other forum related to the Green Point Common and shall be bound by any decision of such forum.

7.3.68 If required by the Lessor or the forum mentioned in 7.3.67, and then the Lessee undertakes to contribute as directed (either in cash or in kind) to the maintenance, cleanliness and law enforcement of the greater common excluding the Cape Town Stadium.

#### **7.4 TERMINATION OR RENEWAL OF LEASE**

7.4.1 Either party may terminate the lease at any time by providing six (6) month's written notice to the other party.

7.4.2 Should the Lessee wish to apply to extend the Lease, the Lessee may do so by providing written notice to this effect to the Lessor by no later than 6 (six) months before the lease expiry date. However, the Lessor does not guarantee that any extension will be approved.

7.4.3 If there is default on any of these Conditions by the Lessee, the City may serve a notice of default in writing on the Lessee calling upon him/her to comply with the instructions set out in such notice, failing compliance of which may result in the Lessor terminating the lease.

## (8) GENERAL CONDITIONS OF CONTRACT

### 8.1 Definitions

The following terms shall be interpreted in the context of this tender as indicated:

**“Closing time”** means the date and hour specified in the tender documents for the receipt of tenders;

**“Contract”** means the written agreement entered into between the CCT and the tenderer, as recorded in the Agreement of lease signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

**“Contractor”** or **“Lessee”** means the successful tenderer (the entity to whom the contract has been awarded) in terms of a tender invited by the CCT for the lease by the CCT of any immovable property or other asset;

**“Contract price”** means the price payable by the Contractor or Lessee;

**“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;

**“Day”** means calendar day;

**“Force majeure”** means an event beyond the control of the tenderer and not involving the tenderer's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the CCT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, and quarantine restrictions;

**“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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive any tenderer of the benefits of free and open competition;

**“GCC”** in this context means these General Conditions of Contract;

**“Republic”** means the Republic of South Africa;

**“Lessor”** means the Council of the City of Cape Town (also referred to in this document as the City or CCT);

**“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

**8.2 Application**

- 8.2.1 These general conditions are applicable to tenders for the lease of assets by the CCT, unless otherwise indicated in the tender document;
- 8.2.2 Where applicable, special conditions of contract are also laid down to cover specific requirements; and
- 8.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**8.3 General**

- 8.3.1 The CCT shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable the CCT may charge a non-refundable fee for documents.

**8.4 Use of documents**

- 8.4.1 Any document submitted as part of this tender shall remain the property of the CCT; and
- 8.4.2 The tenderer shall permit the CCT to inspect the tenderer's records relating to the performance of the tenderer and to have them audited by auditors appointed by the CCT, if so required by the CCT.

**8.5 Risk and Insurance**

- 8.5.1 Risk in the subject property under the contract shall pass to the lessee at occupation date, from which time the lessee shall be fully responsible for the maintenance and insurance of the property.

**8.6 Payment**

- 8.6.1 The method and conditions of payment to be made under this contract shall be specified by the CCT;
- 8.6.2 Payments shall be made promptly by the lessee to the CCT, but in no case later than thirty (30) days after submission of a claim by the CCT; and
- 8.6.3 Payment shall be made in South African currency (Rand).

**8.7 Contract Amendments**

- 8.7.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned (the Lessee and the Lessor under this contract).

**8.8 Assignment**

- 8.8.1 The tenderer shall not assign, in whole or in part, its obligations to perform under the contract, except with the CCT's prior written consent.

**8.9 Delays in the tenderer's performance**

- 8.9.1 Performance in terms of the contract shall be made by the tenderer in accordance with the time schedule prescribed by the CCT;
- 8.9.2 If at any time during performance in terms of the contract, the tenderer should encounter conditions impeding timely performance of the tenderer's obligations, the tenderer shall promptly notify the CCT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the tenderer's notice, the CCT shall evaluate the situation and may at its sole discretion extend the tenderer's time for performance, with or without the imposition of penalties; and
- 8.9.3 Except as provided under GCC Clause 12, a delay by the tenderer in the performance of its obligations may render the tenderer liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC Clause 8.2 without the application of penalties.

**8.10 Penalties**

- 8.10.1 Subject to GCC Clause 12, if the tenderer fails to perform its obligations in terms of the contract within the period(s) specified by the CCT, the CCT may, without prejudice to its other remedies in law, also consider termination of the contract pursuant to GCC Clause 11; and
- 8.10.2 Potential penalties include the non-consideration of future tender submissions and other restrictions indicated under GCC Clause 11.

**8.11 Termination for default**

- 8.11.1 The CCT, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, may terminate this contract in whole or in part:
- a) if the tenderer fails to perform its obligations within the period(s) specified in the contract, or within any extension thereof granted by the CCT pursuant to GCC Clause 8.2; or
  - b) if the tenderer, in the opinion of the CCT, has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
- 8.11.2 Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the CCT reserves the right to cancel the Contract in any such event;
- 8.11.3 In the event the CCT terminates the contract in whole or in part, the CCT may procure, upon such terms and in such manner as it deems appropriate, an alternative contract for the lease of the property, and the tenderer shall be liable to the CCT for any excess costs incurred by the CCT be reason of such action. However, if so instructed by the CCT the tenderer shall continue performance of the contract to the extent not terminated;
- 8.11.4 Where the CCT terminates the contract in whole or in part, the CCT may take such default by the tenderer into account in the consideration of future tenders, and may in addition decide to impose a restriction penalty on the tenderer by prohibiting such tenderer from doing business with the public sector for a period not exceeding 10 years;
- 8.11.5 If the CCT intends imposing a restriction penalty on a tenderer or any person associated with the tenderer, the tenderer will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the tenderer fail to respond within the stipulated fourteen (14) days the CCT may regard the intended penalty as not objected against and may impose it on the tenderer;
- 8.11.6 Any restriction penalty imposed on any person by the Accounting Officer of the CCT will, at the discretion of the Accounting Officer, 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 actively associated;

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

- a) the name and address of the tenderer and / or person restricted by the CCT;
- b) the date of commencement of the restriction
- c) the period of restriction; and
- d) the reasons for the restriction.

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

8.11.8 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, No. 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 not less than five years and not more than ten 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.

## **8.12 Force Majeure**

8.12.1 Notwithstanding the provisions of GCC Clauses 10 and 11, the tenderer shall not be liable for damages for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure;

8.12.2 If a force majeure situation arises, the tenderer shall promptly notify the CCT in writing of such condition and the cause thereof. Unless otherwise directed by the CCT in writing, the tenderer 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; and

8.12.3 The CCT may however at its sole discretion terminate the contract by giving written notice to the tenderer in the event of a force majeure situation that prevents a tenderer from performing its obligations under the contract if in the view of the CCT such a situation could last for more than 30 days.

## **8.13 Termination for Insolvency**

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

## **8.14 Settlement of Disputes**

8.14.1 If any dispute or difference of any kind whatsoever arises between the CCT and the tenderer in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation;

8.14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CCT or the tenderer 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;

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

8.14.4 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 CCT shall pay the tenderer any monies due the tenderer.

#### **8.15 Limitation of Liability**

8.15.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent rights:

- a) the tenderer shall not be liable to the CCT, 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 tenderer to pay penalties and/or damages to the CCT; and
- b) the aggregate liability of the tenderer to the CCT, 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 assets.

#### **8.16 Governing Language**

8.16.1 The Lessee and the CCT elect that 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.

**8.17 Applicable Law**

8.17.1 The contract shall be interpreted in accordance with South African laws.

**8.18 Taxes and Duties**

8.18.1 A tenderer shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed; and

8.18.2 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a contract the CCT must be in possession of a tax clearance certificate, submitted by the tenderer. This certificate must be an original printed document issued by the South African Revenue Service.

**8.19 Prohibition of restrictive practices**

8.19.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 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 tenderer(s) is/are or a contractor(s) was/were involved in collusive tendering (or tender rigging);

8.19.2 If any tenderer(s), based on reasonable grounds or evidence obtained by the CCT, has/have engaged in the restrictive practice referred to above, the CCT may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998; and

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

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

Not applicable

**(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 at .....on 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)**

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.: 170P/2022/23**

**TENDER DESCRIPTION: TENDER FOR THE LEASE OF A PORTION OF ERF 2188 FRITZ SONNENBERG ROAD, GREEN POINT FOR THE USE AS A RESTAURANT AND PARKING**

NAME OF SUPPLIER: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

## (13) SPECIFICATIONS

### 13.1 Property Details

**An onsite inspection of the Property is not intended however, should there be a request for an onsite inspection by the tenderers, the City may arrange same.**

Total lease area includes the restaurant, outdoor seating, outdoor store/recreational, office and parking bays (33 bays). The property is improved with a simplex restaurant (McDonalds) on the ground floor, which appears to have been fairly recently renovated, in good condition. The outdoor seating area is to the left of the restaurant entrance, access is via the parking area, the outdoor store and recreational areas are left of the restaurant. There is a small office above the restaurant (1<sup>st</sup> floor), accessed via a set of uncovered steps off the outdoor seating area of the restaurant and via the restaurant interior, with an uncovered terrace off the office. There is a tarred drive through area extending from the parking area around the restaurant's rear. There are 33 brick paved parking bays. The construction of the improvements includes plastered brick walls. Wooden framed sash windows, all under a pitched corrugated iron roof. The interior floors are tiled and there is a set of male and female toilets in the restaurant. See LIS Plan 2581 at clause 13.3 below.

The property is situated on a portion of erf 2188 Fritz Sonnenberg Road, Green Point. The total lease area measures  $\pm 3\,131\text{m}^2$  (  $2\,032.65\text{m}^2 + 1\,098.95\text{m}^2$  ) consisting of the following:

Parking bays	33 bays
Restaurant	360m <sup>2</sup>
Outdoor seating	68m <sup>2</sup>
Outdoor store/services area	99m <sup>2</sup>
Office	70m <sup>2</sup>

#### 1. Restaurant building

The property is improved with a McDonalds fast food restaurant, located on the ground floor and is considered to be in a good condition. The restaurant houses a kitchen area, coffee bar, ample seating space and a set of male and female toilets. The construction of the improvements includes plastered brick walls, wooden framed sash windows, all under a pitched corrugated iron roof.

#### 2. Outdoor seating

The outdoor seating areas are located to the left and right of the restaurant's entrance, accessed via the parking area. It comprises a number of fixed benches and is completely open without any umbrellas/roof structures.

#### 3. Outdoor store, services and recreational area

These areas are positioned to the far left of the restaurant's entrance and is enclosed with walls and accessible via the restaurant's kitchen "back door". It houses a small outdoor storeroom used to store refuse bins (roofed- 9m<sup>2</sup>), a generator, and a water-tank.

The open recreational area comprises a jungle gym.

#### 4. Office

There is an office with an uncovered terrace above the restaurant (1<sup>st</sup> floor) and leads off the outdoor seating area, accessed via a set of uncovered but secured steps.

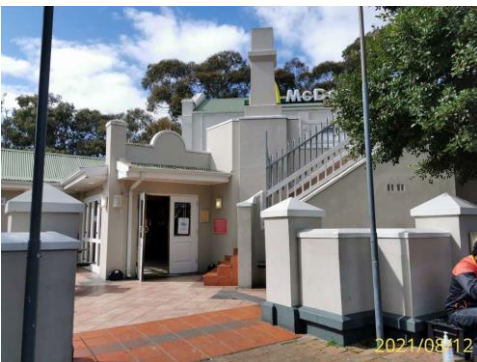


## 5. Drive-through and parking

There is a tarred 'drive through' area extending from the parking area around the restaurant's rear.  
There are 33 brick paved parking bays



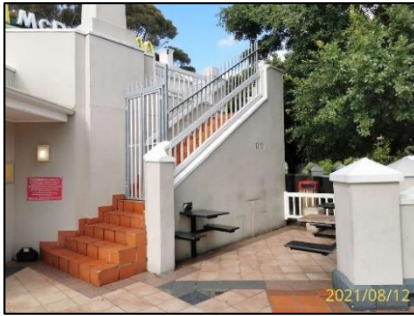
*Exterior - front and side views*



***Restaurant – kitchen, seating area, till points, coffee shop***



***Outdoor seating and outdoor storeroom***



### ***Parking and drive-through areas***



## **13.2 Land Use Profile**

The successful tenderer will be responsible for ensuring compliance with the applicable conditions insofar as a lease of the existing building and recreational area, and which are to be applicable to the lease.

<b>APPLICABLE BY-LAW</b>	City of Cape Town Municipal Planning By-Law
<b>APPLICABLE ZONING SCHEME</b>	City of Cape Development Management Scheme
<b>ZONING</b>	General Business One (GB1)

<b>PRIMARY LAND USE PERMITTED</b>	Primary use are business premises, dwelling house, second dwelling, boarding house, flats, place of instruction, place of worship, institution, hospital, place of assembly, place of entertainment, hotel, conference facility, service trade, authority use, utility service, rooftop base telecommunication station, multiple parking garage, private road, filming, veterinary practice and open space.
<b>CONSENT USES PERMITTED</b>	Consent uses are adult shop, adult business, adult services, informal trading, expo centre, motor repair garage, warehouse, freestanding base telecommunication station, wind turbine infrastructure, transport use, helicopter landing pad and service station.
<b>DEVELOPMENT RULES</b>	Refer to Chapter 9 of City of Cape Town Municipal Planning By-Law 2015 for development rules in respect of inter alia the applicable/permisable floor factor, floor space, height and other provisions.

<b>SERVITUDES</b>	<p>City of Cape Town its successors in title or assigns AS WILL more fully appear from annexure Diagram SG Number 524/2016 and held by Grant Cape Freeholds Volume 31-28/1923.</p> <p>A. Entitled to the servitude referred to in endorsement dated 22 March 1933 on Grant Cape Freeholds Volume 31-28/1923, reading as follows:-</p> <p>“ Remainder</p> <p><b>REGISTRATION OF SERVITUDE</b></p> <p>By transfer No 2730 dated 22/03/1938 the area 4 feet in width along the Southern Boundary of the property hereby conveyed marked a x y e on the diagram thereof shall be a servitude area over which the Council of the City of Cape Town shall have the right to lay its Electric Cable and no building shall be erected on said area.”</p> <p>B. ENTITLED to the servitude referred to in endorsement dated 2 April 1968 on Grant Cape Freeholds Volume 31-28/1923, reading as follows:</p> <p>“Remainder”</p> <p>By D/T 6656/1968 dated this day Erf 1571 measuring 2.1832 morgen held thereunder is subject to a 21 inch wide servitude drain represented by the line t u on Diag 428/1967 annexed thereto in favour of the Remainder of Erf 1056, Green Point, measuring 128.5721 morgen held hereunder, subject to conditions, as will more fully appear on reference to said transfer”</p>
<b>TITLE DEED CONDITIONS</b>	<p>None preventing usage of the property in terms of its land use zoning</p>

<b>HERITAGE</b>	<p>The Property is situated in a proposed Provincial Heritage Site and that the building on the leased property is older than 60 years and was put forward to be graded as a grade II Heritage Resource by the Heritage Resources Agency., Heritage Western Cape. Any renovations considered to the building is currently subject to Section 34 of the National Heritage Resources Act (NHRA), Act 25 of 1999, until such time as the property (Green Point Common) has been designated as being PHS and the aforementioned grading is decided upon. When the aforementioned occurs Section 27 of the NHRA will become applicable. has been designated as a PHS. Then Section 27 of the NHRA will become applicable. In addition to building plan approvals, the internal fit-out of the restaurant will require approvals from the City's Heritage Department as well as Heritage Western Cape (HWC).</p>
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**PLEASE NOTE:**

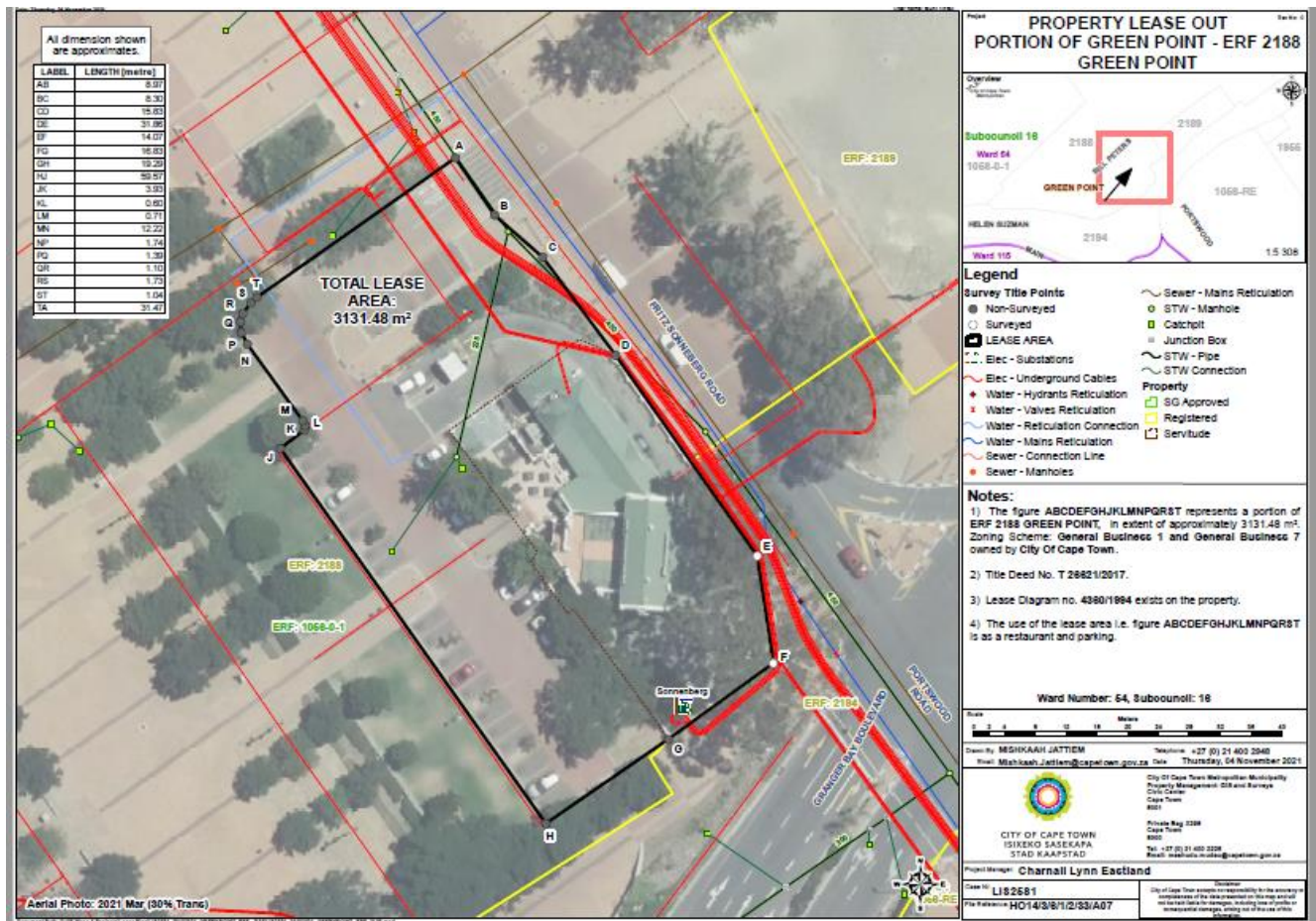
**“Restaurant”** - means a commercial establishment where meals and liquid refreshments are prepared and/or served to paying customers primarily for consumption on the property, and may include licensed provision of alcoholic beverages for consumption on the property; but does not exclude the option for some customers to purchase food for consumption off the property.

1. It remains the responsibility of the Tenderer to ascertain accurately any and/or all rights and/or limitations attached to the Property, as well as all limitations applicable in terms of heritage.
2. The property is currently being sublet to and is being utilised as a McDonalds restaurant. In terms of the current lease agreement, on termination of the current lease agreement, the Lessee is entitled to remove any fixtures, fittings or equipment installed by it in the Property, provided the Lessee repairs and makes good any loss or damage caused to the affected portion of the Property by the removal.
3. The land use profile above does not confer the development rights on the property. It remains the responsibility of the Tenderer to ascertain accurately any and/or all rights attached to the Property. City's Property Management Department shall not accept any responsibility or liability as to the accuracy or completeness of the information contained in the Land Use Profile above.
4. The definitions listed above have been extracted from the City of Cape Town Municipal Planning By-Law, 2015. The City does not accept liability for any inaccuracies in this land use profile. It is the responsibility of the Applicant to ascertain any and/or all rights attached to the property.
5. Use of the property in accordance with the above specified zoning does not exempt the owner/occupier from compliance with other legal or statutory requirements affecting the property.

**Further information on the Development Charges Policy for Engineering Services** can be found on the City of Cape Town's website – refer to page **Work and Business \ Planning Portal \ Tariffs and Charges \ Development Charges**



### 13.3 Property Lease Plan



### 13.4 Current Status

The property is currently being sublet to and is being utilised as a McDonalds restaurant. In terms of the current lease agreement, on termination of the current lease agreement, the Lessee is entitled to remove any fixtures, fittings or equipment installed by it in the Property, provided the Lessee repairs and makes good any loss or damage caused to the affected portion of the Property by the removal.

### 13.5 Property Background

The property forms part of the Service Level Agreement entered into between the City and the Municipal Entity, Cape Town Stadium (SOC) (RF) (CTS) Limited on 10 December 2018 with a Commencement Date of 1 February 2018 for the area situated at erf 2188 Green Point and measuring in approximately 17.2 hectares for the period of 50 years from the Commencement Date.

The property is currently being sublet to and is being utilised as a McDonalds restaurant and is such is subject to the standard lease terms and conditions of the City of Cape Town and has been so utilised for more than 20 years.

Once the tender has been finalised the management of this lease agreement will be handed over to Cape Town Stadium (SOC)(RF)(CTS).

During June 2008, the City of Cape Town obtained a ROD (Record of Decision) from the Provincial Department of Environmental Affairs and Development Planning (DEADP) for the development of the 2010 Stadium and the re-development of the Green Point Common, Erf 1056. In order to comply with the conditions of the ROD, the City Developed an Environmental Management System, termed the Compliance Management System (CMS) for the Green Point Stadium and the Green Point Urban Park. The CMS lists the type of operational and maintenance activities that could be expected at the Green Point Stadium and the Green Point Urban Park. The CMS proposes strategies for mitigating against the impact of these activities on the natural environment and makes provision for continual environmental and operational improvement. The Property falls within the Green Point Common and is therefore subject to the CMS.

### **13.6 Tender Objectives**

The City of Cape Town intends to lease the area to a private entity who is committed to the successful management, operation, and maintenance thereof. The successful tenderer is expected to establish a family friendly restaurant offering quality and affordable offerings at the property, while at the same time managing and operating the property at generally accepted local and international best practices. To provide food and non-alcoholic beverage service to the general public for the period indicated. Food and snacks appropriate to the profile and culinary needs of users are expected to be on sale at affordable prices. The ambience of any proposed use of the premises should complement and enhance the surrounding environment. This necessitates the business venture to be sensitive to the history and character and be customised to suit the environment. Any development would be subject to parameters of the applicable Heritage and Environmental Conditions..

The aforementioned concepts and requirements must be incorporated and clearly demonstrated in prospective tenderers' business plan (see section **2.2.1.1.3**) which must be submitted with this tender document.

In essence, the ambience of the proposed venture should complement its surroundings and fit with the environment. The successful tenderer will be responsible, at own cost and risk, for all maintenance, repairs, upgrades and/or renovations which will be required in respect of the property.



### 13.7 Specification Criteria

In order for the tenderer to be regarded as being responsive they have to demonstrate a viable business proposal which will show a sustainable business including a market analysis, product/service mix, resource requirement and financial model, and also demonstrate the tenderer's access to the necessary financial capability to establish, sustain and support their business proposal. In this regard:

- a) The tenderer must provide a Business Plan containing information relating to the following:
  - i. Vision for the proposed use: Tenderer's vision for the premises, including proposed use / business and integration with the broader vision and City objective's for the precinct.
  - ii. Implementation and Operational Management Plan: Plan discusses procedures to be implemented in order to bring business plan into operation, including human and capital resources; waste management plan, and
  - iii. Financial Model / Plan: Tenderer is required to demonstrate sustainability of the proposed business over at least a 12-month period. Provide details of projected operational start-up costs, company growth, profit and loss statements, projected monthly income and expenses over first 12 months, capital investment requirements and applicable funding resources etc. Required: Narrative overview with details summarized in spreadsheet format; and
- b) The tenderer is required to submit documentary proof of its access to the necessary finance to establish and sustain the proposed business as per the intentions set out in its Business Plan. The following information is required:
  - i. Financial statements, bank statements accompanied by a letter(s) from recognized financial institutions / investors which guarantees / confirms access to finance which will enable the tendering entity to establish the business and to lease and maintain the property for at least twelve(12) months, in order to operate and manage a viable and sustainable business.
- c) The tenderer is required to submit Company Profile, demonstrate the experience and or expertise of key operator (s) to run the operations:

Please refer **"2.2.1.1.3 Minimum score for functionality"** in the Tender Document for more detail.