

TENDER DOCUMENT FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 66

TENDER NO: 313F/2021/22
TENDER FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY, PAROW, CAPE TOWN

In terms of the provisions of Municipal Asset Transfer Regulations R.878/2008, the Social Housing Act 16 of 2008, and the City's Supply Chain Management Policy, 2019, tenders are hereby invited for the sale and development 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 Seller):

NO.	SITE	ERF NUMBER (being consolidated)	APPROX. EXTEND (SQUARE METRES)	LOCATION	ZONING (being rezoned)
1.	B	Erven 9444-9449 and 9458	3469m ²	Corner Alexander, Klosser and Victoria Street	from Transport Zone 2 (TR2) to General Residential 4 (GR4)
2.	C	Erven 9510-9515 and 9505	2477m ²	Corner Parow, Klosser and Victoria Street	
3.	D	Erven 9493-9496	1982m ²	Victoria Street	

CLOSING DATE: **24 June 2022**

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

**TENDER BOX
NUMBER:** **162**

TENDER FEE: **[R200.00]** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	29 April 2022
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 6 May 2022 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING:	:	Parking Lot, Corner Flosser and Victoria Street, Parow, Cape Town.
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO: 313F/2021/22: TENDER FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY, PAROW, CAPE TOWN, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Name: Kelly Arendse Email: Kelly.arendse@capetown.gov.za

(2) 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 Type of Organisation** (Please tick one box)☐ Social Housing Institute (SHI)☐ Other Delivery Agent (ODA)☐ Other:**1.3 Required Details** (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	Not Applicable
National Treasury Central Supplier Database registration number (See Conditions of Tender)	Not Applicable

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 313F/2021/22: TENDER FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY, PAROW, CAPE TOWN****PART A (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

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

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

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

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

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

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

INITIALS OF CITY OFFICIALS		
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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 313F/2021/22: TENDER FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY, PAROW, CAPE TOWN

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

By signing this part of this form of offer and acceptance, the City of Cape Town (also referred to as the "Seller"):

- accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "PURCHASER") _____, thereby concluding a contract with the Purchaser 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)

FORM OF OFFER AND ACCEPTANCE (continued)**(TO BE FILLED IN BY THE CITY OF CAPE TOWN)****Schedule of Deviations****Notes:**

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

(4) PRICE SCHEDULE

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase “or equivalent.”

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

LOCATION: AROUND THE TRAIN STATION ALONG KLOSSER, VICTORIA AND ALEXANDER STREET

ZONING: BEING REZONED FROM TR2 TO GR4

OFFER TO PURCHASE						
No.	Site	Erf No. (being consolidated)	Extent m ²	FINANCIL OFFER / PURCHASE PRICE		
				Total excluding VAT R	Add VAT (15%) R	Total Including VAT R
1	B	Erven 9444-9449 and 9458	3469m ²			
2	C	Erven 9510-9515 and 9505	2477m ²			
3	D	Erven 9493-9496	1982m ²			

Offer to Purchase excl. Vat: (in words)

Pricing Instructions:

- 4.1. State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 4.2. 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;
- 4.3. All prices shall be tendered in accordance with the units specified in this schedule;
- 4.4. The price excluding value-added tax (VAT) is the official tender price for tender comparison and evaluation purposes;
- 4.5. VAT will be added to the price, and the VAT-inclusive price will be payable by the Purchaser;
- 4.6. 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 price excluding VAT;
- 4.7. A Tender 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;
- 4.8. The City reserves the right not to accept any offer;
- 4.9. The City reserves the right to not accept any conditional Tender including any offer where different tender/contract conditions are proposed by the Tenderer;
- 4.10. **State one price which includes all erven mentioned. Starting at a nominal value at 10% of the prevailing market value. The land disposal mechanisms and the basis for calculating the price is governed by the Municipal Asset Transfer Regulations which makes provision for the transfer of a capital asset for less than its fair market value, where the community would be better served. In this instance it being for social housing at a discounted market value, therefore, in the event of the property ceasing to be used for the purpose originally intended i.e. Social Housing, reversionary rights will be triggered.**
- 4.11. Offers that fall below the Social Housing use only-discounted value will not be considered by the City. Competitive offers which equates to or demonstrates an improvement on **R 1 920 000.00** (the discounted valuation for social housing use) excluding VAT are anticipated will be considered;

- 4.12. The price to be demonstrated in real value as well as in terms of percentage of the market value.
- 4.13. The purchase price will be subject to escalation at a rate of 8% per annum compounded annually, on a pro-rata basis, commencing six months after the date of Valuation i.e. **30 April 2022** until date of transfer/paid in full;
- 4.14. The Purchase Price will be subject to review in the event that the property has not been transferred within eighteen (18) months from the date of Valuation i.e. **30 April 2022**;
- 4.15. It is therefore advisable for any prospective tenderer to consider consulting with their own professional advisors in the matter of determining the price offers for the purposes of this tender submission;
- 4.16. The tenderer must submit proof of the tenderer's financial capability to purchase the property. This proof must be in the form of bank statements, a letter of undertaking from a recognised financial institution or a donor indicating access to finance which will enable the tenderer to purchase the property. Should the required letter of undertaking indicate funding of less than the full purchase price tenderers must submit written proof of how the balance of the purchase price is to be funded.
- 4.17. It is the responsibility of prospective tenderers to inspect the property prior to submission of this tender document and to consider consulting their own professional advisors in the matter of ascertaining for themselves the site conditions, traffic, location, surroundings, availability of power, water and other utilities, access to the site, applicable laws and regulations and any other matter considered relevant to the lease of the property. The City shall disclose any known defects on the property.

INITIALS OF CITY OFFICIALS		
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(5) SPECIFICATIONS AND PROPERTY PLAN

5.1. PROPERTY DETAILS

The properties are located within the Parow suburb of Cape Town. The general area in question is bordered by Voortrekker Road to the north, De La Rey Street to the east, railway line to the south and Giel Basson Drive to the west. The properties are therefore easily accessible to the surrounding areas. Each site as listed below B, C, and D are made up of a few smaller sites which are in the process of being consolidated.

5.1.1. SITE 1 - B

Erven 9444-9449 and 9458 collectively form a single entity measuring 3,469 m². Bounded by Klosser, Alexandra and Victoria Street, Parow. The total sale area is indicated as lettered ABCDEF on the plan attached hereto marked TA 743v1 (section 5.3.1).

5.1.2. SITE 2 - C

Erven 9510-9515 and 9505 collectively form a single entity measuring 2,477 m². Bounded by Klosser, Parow and Victoria Street, Parow. The total sale area is indicated as lettered ABCDEF on the plan attached hereto marked TA 765v0 (section 5.3.2).

5.1.3. SITE 3 - D

Erven 9493-9496 to collectively form a single entity measuring 1,982 m². Bounded by Victoria Street, Parow. The total sale area is indicated as lettered ABCD on the plan attached hereto marked TA 742v1 (section 5.3.3).

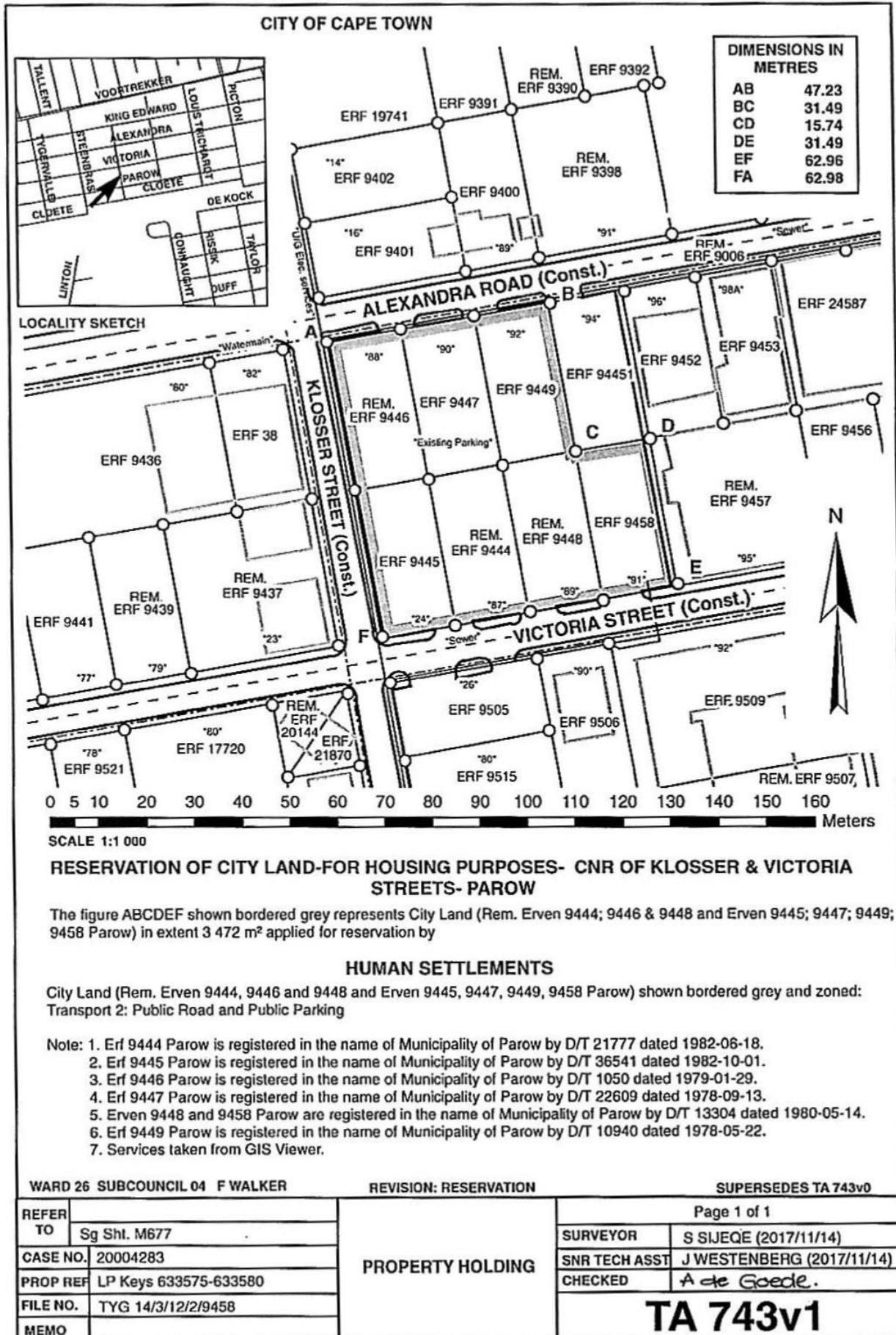
5.2. LANDUSE PROFILE

APPLICABLE ZONING SCHEME	Cape Town			
ZONING	The sites consolidated to make Site B, C, D are all in the process of being rezoned from Transport 2 to General Residential 4 (GR4). Submission took place July 2021. Anticipated approval, May/ June 2022.			
PRIMARY LAND USE PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Immovable Property Planning By-Law 2015.			
CONSENT USES PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Immovable Property Planning By-Law 2015.			
DEVELOPMENT RULES	Refer to Chapter 9 of City of Cape Town Immovable Property Planning By-Law 2015 for development rules in respect of inter alia the applicable/permissible floor factor; floor space, height and building lines.			
BULK	SITE B	SITE C	SITE D	TOTAL(m²)
PERMISSABLE	1.5 (5185 m ²)	1.5 (3697 m ²)	1.5 (2973 m ²)	11 855 m ²
DEPARTED	1.65 (5703 m ²)	1.5 (3697 m ²)	1.65 (3270 m ²)	12 670 m ²
MAXIMUM BUILDING HEIGHT	Approximately 24 m			
ENVIRONMENTAL National Environmental Management Act 107 of 1998	- The Record of Decision (ROD) obtained February 2021 indicated the opinion that the proposal of a social housing development on various erven in Parow does not constitute any listed activity as defined in the - Please see 5.9 of this document.			
HERITAGE National Heritage Resources Act. 25 of 1999	- The Record of Decision (ROD) obtained May 2021 indicated no reason to believe that the proposed development will impact on heritage resources. - Please see 5.10 of this document.			
OTHER	- Parow Station Arcade and PTI upgrade has an already gazette trading plan. - Voortrekker Road Corridor Integration Zone - Parow Prioritised Local Area Action Plan - Parow PT2 Area - Parow PTI upgrade - SHRA Social Housing Norms & Standards - Metropolitan Spatial Development Framework: 2018 - Transit Orientated Development Strategic Framework (2016)			

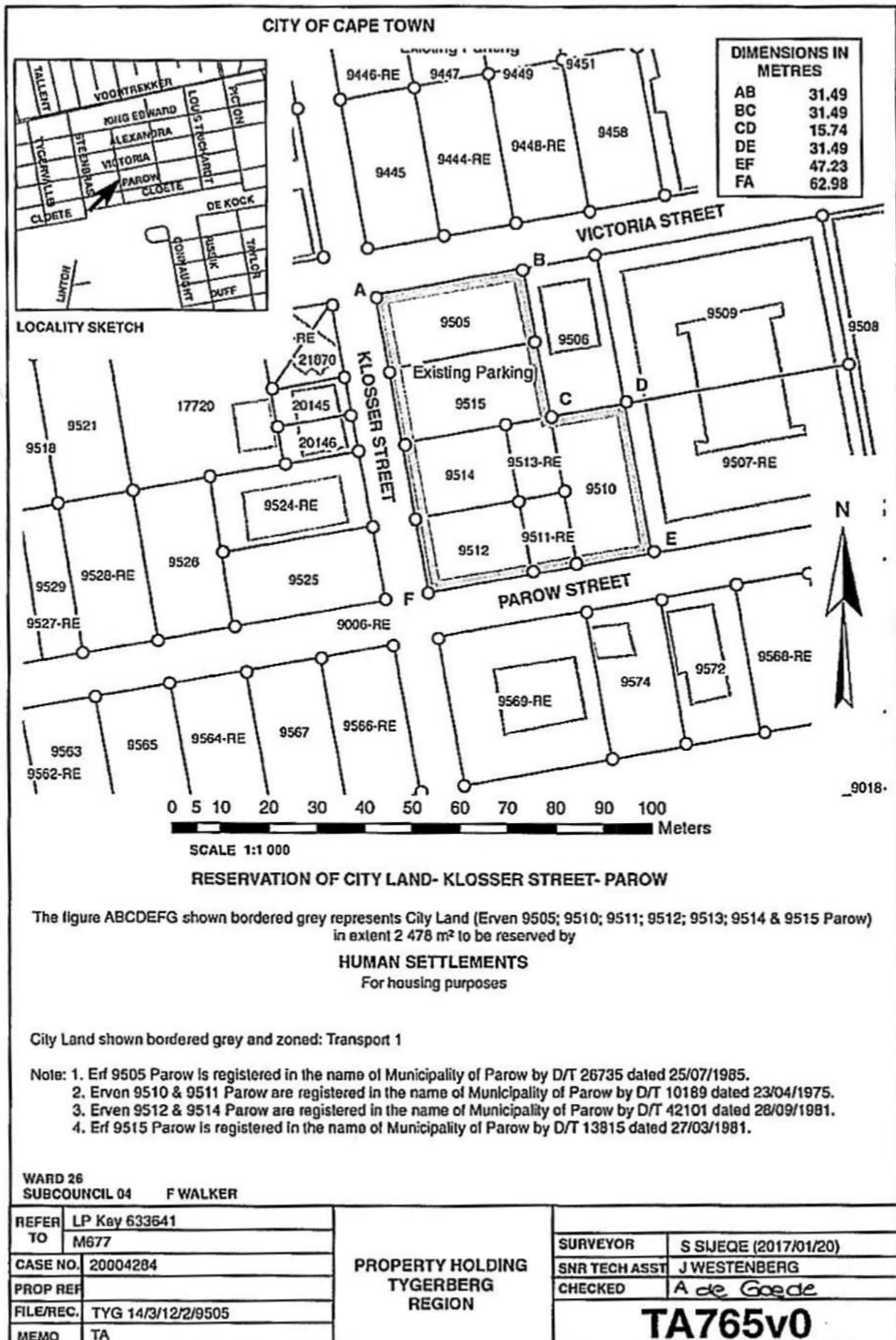
PLEASE NOTE: The land use profile above does not confer the development rights on the property. It remains the responsibility of the Tenderer to ascertain accurately any and/or all rights attached to the Property. City's Human Settlements Department shall not accept any responsibility or liability as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

5.3. PROPERTY PLAN

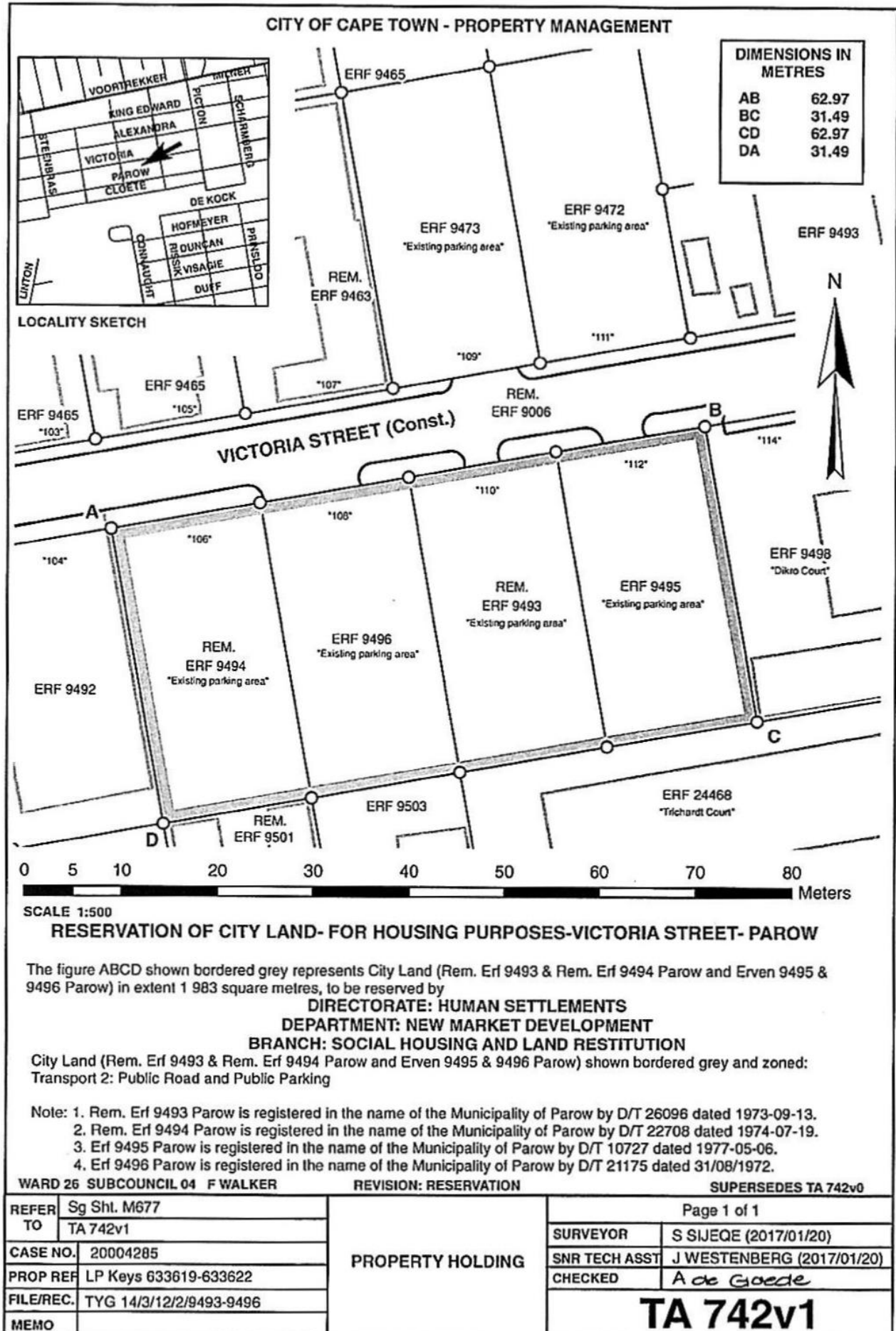
5.3.1. SITE 1 - B



5.3.2. SITE 2 - C



5.3.3. SITE 3 - D



5.4. PROPERTY BACKGROUND

- 5.4.1.** Three tarred sites currently leased out for parking, located within the Parow suburb of Cape Town. The properties are in the process being rezoned from Transport 2 (TR2) to General Residential 4 (GR4). Refer to 5.2 for more information.
- 5.4.2.** GR4 Zoning allows for the development of medium density social housing.
- 5.4.3.** Zonings such as General Residential 2 (GR2), Utility (UT) and General Business 4 (GB4) are located in the immediate area. Building heights do not exceed four storeys. The area is well serviced by taxis, Golden Arrow buses as well as the train line and two train stations in very close proximity. A very active Station Arcade connects the District and Civic nodes along Voortrekker road with Parow station. Other community services attractions include clinics, community facilities, churches, schools, tertiary education, public parks and sport facilities. The Parow Market, Parow Music Centre, Shoprite Checkers, China Town and Parow Mall serving as main attractions.
- 5.4.4.** The sites form part of what is deemed Parow Sub-precinct 1 of 4 nodes previously identified in and around the area for precinct scale development. The development of these sites are in line with the City's strategic orientation towards the intensification of development on well-located land in areas close to public transport networks, with access to job opportunities is echoed across a number of City policies and strategies which include the MSDF, Transit Oriented Development. The Social Housing Act also calls for the promotion of 'medium to higher density in respect of social housing development to ensure the economical utilisation of land and services'

5.5. DEVELOPMENT RIGHTS

- 5.5.1.** The Development Objectives of the City and the conditions (as per the submitted rezoning application pending approval) of the property being tendered for must be considered before submitting the tender. Refer to more detailed information outlined in section 5. Specifications of this document and relevant annexures for further information.
- 5.5.2.** For purposes of this paragraph: 'Rezoning Approval' means the City's final approval of the Rezoning Application and after any appeals lodged in accordance with the Planning Bylaw have been finally determined by the appeal authority under that Planning Bylaw.
- Any change of 5% or less (up or down) between the bulk rights applied for in Rezoning Application and those granted in the Rezoning Approval is deemed not substantial.
 - Rezoning Submission submitted July 2021. Information to be provided on request.

Aspect	Site B	Site C	Site D
Units	205	140	106
Parking	17 (0.08)	12 (0.08)	16 (0.15)
Height	15m (3-5S)	15m (3-5S)	15m (3-5S)
Bulk	1.65 (5703m ²)	1.5 (3697m ²)	1.65 (3270m ²)
Coverage	60%	60%	60%
Boundary line	3.7m (Alexandra Str.)	3.7m (Parow Str.)	1.5m (Street)
Boundary line	3.7m (Klosser Str.)	3.7m (Klosser Str.)	1.5, (Common - East)
Boundary line	1.5m (Victoria Str.)	1.5m (Victoria Str.)	1.5, (Common - South)
Common BL	4.5m	4.5m	7m (West)

- The Tender is issued before Rezoning Approval has been granted. The City's decision on the Rezoning Application is expected approximately mid-2022. It is possible that appeals will be lodged against that decision in accordance with the Planning Bylaw, in which case Rezoning Approval may be delayed by an additional number of months. It is thus not certain if final Rezoning Approval will be granted before or after the Tender Award and the signing of the Sale/ Project Agreement.
 - If Rezoning Approval is granted before the parties sign the Sale/ Project Agreement and there are substantial differences between the rights granted in the Rezoning Approval and those applied for in the Rezoning Application, the CCT and the Preferred Tenderer will in good faith negotiate any required changes to the Proposal and/or draft Sale/ Project Agreement but only to the extent strictly necessary to take into account those substantial differences.
 - If Rezoning Approval is granted after the parties sign the Sale/ Project Agreement, the terms of that agreement will regulate the parties' rights and obligations with respect to any substantial

differences between the rights granted in the Rezoning Approval and those applied for in the Rezoning Application.

- d. The information generated in support of the land use application includes contextual investigations and massing studies, is made available on request via email and at the non-compulsory briefing session to assist with detailed data that can be used by bidders for the project proposals. See below and Annexures.

5.6. DEVELOPMENT OBJECTIVES

- 5.6.1. Tenderers are advised that the City wishes to encourage the development of the sites for purposes of social housing as allowed in terms of, but not limited to the applicable zoning scheme, the Social Housing Policy, Social Housing Regulatory Authority (SHRA) requirements and City's Property Policy's'.
- 5.6.2. For this Tender, Social Housing is as per the Social Housing Policy, which aims to provide well located housing opportunities for low and moderate-income households, and implemented within the framework of the National Social Housing policy, legislation and regulations.
- 5.6.3. The Tenderer will plan, design, fund, develop and manage the Social Housing, including all necessary site improvements and utility services, demonstrating urban land use optimisation and adherence to the:
 - a) The Rezoning Application conditions which is pending approval; Tender and SHRA requirements;

5.7. DEVELOPMENT FRAMEWORK

Proposals must be generally based on the development specifications and the items as outlined under functionality evaluation areas. The proposed development should:

- i. Deliver a development which optimises land use.
- ii. Deliver a minimum of 450 Social Housing units (total across the 3 sites) under the SHRA CCG funding programme. This estimate assumes:
 - a) a minimum building height 3-4.5 storey walk-ups,
 - b) parking ratio as per rezoning submission conditions
 - c) SHRA mandated unit sizes and
 - d) SHRA mandated SH project unit mix. For the primary market and the secondary market that bidders must comply with. Bidders are permitted to determine the viable mix established from market research and actual demand.
 - e) Adhere to SHRA income bands and rental regulations (R1 850 – R22 000).
 - f) Self-contained family apartments/units, generally with an open plan kitchen and living/dining area, with a private bathroom. The typical unit size varies from 30m2 minimum to approximately 50m2, in a mix of mostly bachelor, one bedroom, and two bedroom units, and some three bedrooms.
 - g) NOTE: it is each Bidder's responsibility to identify, understand and ensure proposals comply with all applicable regulatory and statutory requirements, guidelines and frameworks, including but not limited to the Social Housing Act, SHRA norms and standards etc.
- iii. Adhere and conform to the applicable zoning scheme and align with the Spatial Development Framework. Comply with all development rights, conditions and departures specified in the Rezoning Application (NOTE: it is each Bidder's responsibility to review the Rezoning application information and ensure it identifies, understands and complies with all applicable development rights, conditions and guidelines in its Proposal)
- iv. Demonstration of the most efficient and effective project delivery. Commit to a construction start date as soon as reasonably possible after contract award. Where applicable provide a phasing programme.
- v. Present a compact site plan that is compatible with the character of the existing built environment and provide enhancements that improve the nature of the current built environment.
- vi. Promote the creation of an enhanced public realm with quality environments by designing an active/passive green open space system that aims to link the development to facilities and amenities close to the site.

- vii. Explore the inclusion of other minimum ancillary/complementary uses in the development to support the social functionality of the neighbourhood.
- viii. Have a site plan that considers barrier-free access for physically disabled people.
- ix. Method statements are to align with the Development Proposal and Concept.
- x. The Proposal must demonstrate the Tenderers capability to undertake the works, experience and approach.
- xi. Demonstrate the funding approach and sources. It is expected that the Tenderers will raise their own funding to finance the development costs over and above the available government subsidy grants and concessions.

GRANT FUNDING

The site is eligible for social housing grants. Application for these social housing grants is the responsibility of the Tenderer. Who will be expected to demonstrate knowledge of how to obtain available grants for this programme? Key grants available include:

Income bands

SHI target rentals are set out in regulation 23 of Social Housing, 2011 and the Housing Code and are a minimum requirement in order to access subsidies for housing (ref. min. 30% primary market).

The SHI/ODA will be expected to make timeous and thorough application for all grant funding available for this Project. In this regard, the grants highlighted below are relevant, though not an exhaustive list of grant sources.

Institutional Subsidy

Applicable to social housing and rent-to-own units. Currently amounts to R141 292 / unit (refer to the latest policy information for the most up to date values). Further grants over and above the Institutional Subsidy may be available depending on the presence of extraordinary development conditions, some of which will only be known on conclusion of geotechnical studies.

Consolidated Capital Grant (CCG):

Applicable only to social housing units. Currently it amounts to **R187 395** / unit. Access to the above grants requires the SHI to commit to social housing rentals based on the SHRA directive to regulate rentals for five income bands (included in the financial template).

Geotechnical Variance allowance:

Available on Social Housing developments where it has been determined by an independent professional engineer that the site has extra-ordinary geotechnical conditions which warrant an additional cost of engineering services. Where applicable SHIs/ ODAs may apply for an adjustment to the institutional subsidy quantum calculated at actual additional cost of engineering services but limited to 20% of the quantum of the institutional subsidy.

Urban Settlements Development Grant (USDG):

Eligibility is limited to bulk and connector infrastructure costs associated with the Social and GAP Housing components. In the case of mixed income mixed use development where the bulk and connector infrastructure is servicing the entire development, the associated bulk and connector infrastructure costs for Social and GAP Housing must be calculated on a pro-rata basis and must exclude said costs for other components that have been included to the development.

CITY INCENTIVES

The CCT at minimum will offer the following incentives for the Social of proposed developments in order to advance its affordable housing objectives:

- Waiving of Development charges
- Waving of municipal planning and building fees
- Rates rebate for social housing to reduce the operational cost of units and with it the rental levels.
- **Town planning assistance** with the necessary planning approvals process, where appropriate.
- **Indigency Grants:** Consider the application of all universal indigence grants on a per unit basis.

- **Other incentives:** In addition, on a project by project basis the City will consider the award of other incentives if crucial to the achievement of its social and urban development objectives on the site:
 - o Reduction in parking ratios
 - o Increases in density and height conditions

The development proposal should be viable based on the minimum incentives indicated. In addition, on a project by project basis, the CCT may consider awarding other incentives in return for additional benefits.

5.8. CRITICAL ITEMS TO BE CONSIDERED

5.8.1. The Project depends on the fulfilment of certain conditions precedent, namely that:

- a. Rezoning Approval is granted.
- b. Funding approach and availability.
- c. Upon award and confirmation of the Tenderer selected to proceed to negotiation of a Sale/ Project Agreement, the awardee will be required to advance their project proposal to illustrate detailed site plan land use, detailed building architectural concept design with elevations, and the overall property development plan and the anchor business plan to finalise the Project Agreement.

Tenderer would need to sign and adhere to the Terms and conditions of:

- i. **a Project Agreement (PA)**, which will enable the awardee to commence:
 - i. Preparation for the submission of the Site Development Plan (SDP),
 - ii. Obtain City and Provincial Support (at the PSC)
 - iii. And commence preparation of submitting the relevant applications for Social Housing grants including the SHRA minimum investment Criteria (Financial, Governance, Property Management and Development – See annexures for more information)
- ii. **the outcome of the Councils Final Land Release.**
 - i. The awardee will be recommended to the the Immovable Property Adjudication Committee (IPAC) for Council approval for final land disposal. Upon approval/ council resolution the awardee will be able to enter into an Sale/ Project Agreement with the CCT. It is anticipated that Council Approval for final land disposal will be obtained within 6 (six) months of the submission to IPAC.
 - ii. The initial steps toward land release with advertising the intention to dispose of the land and obtaining in-principle approval for land disposal has already taken place.
- iii. **a Sale/ Project Agreement** and;
- d. Post SHRA CP, timeous SHRA financial closure (FC) is obtained with all the required supporting documentation, including but not limited to municipality approval and evidence of funding/ financing in place.
- e. Tenderers must be willing and able to undertake the development and provide the long-term property management of the social housing stock and tenancies according to the agreement with the Municipality in the final project agreement and the SHRA requirements.
- f. Proposal submissions must be in the format prescribed in Section 5 & 7 hereof with a supporting financial Feasibility Model presented in a simplified Financial Template provided for the purpose of illustrating the proposal's viability.

5.9. DESIGN GUIDELINES

5.9.1. URBAN DESIGN PRINCIPLES

The following urban design principles guided the development of the high-level framework.

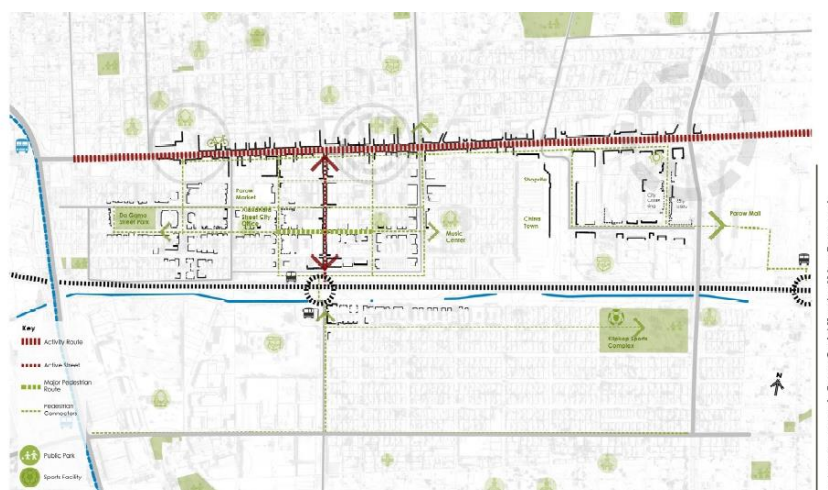
1. Legibility and a hierarchy of movement corridors with a strong support for different modes of transport. Streets need to be defensible and surveillance from the adjacent users is promoted throughout.
2. Intensity, seen as a catalyst and identifier for the appropriate nodes and corridors. This can be harnessed to position facilities and other opportunities in the appropriate space. This should also embed the housing development into the existing fabric and contribute to the urban environment.
3. Access to facilities and opportunities should be promoted and facilitated. Residents should be integrated into the existing fabric and should have easy, walkable access to facilities, opportunities and recreational space.
4. Resilience and suitable flexibility in the application to allow for growth and change should be promoted. Facilities should be able to evolve as the needs of the residents change.
5. Open space and public place should be well placed, appropriately scaled, accessible and interconnected.

The intent of the development should be to compliment and intensify the existing urban fabric and community. The projects are well located within a well serviced area and can greatly contribute in terms of supplementing and providing much needed accommodation for a range of persons, from families to young working persons.

5.9.2. Urban Design Framework

The Urban Design process needs to have an integrated approach to improve the physical environment and to set an overall planning and design context within which more detailed and localised strategies, studies and projects can be coordinated. This will influence the viability of a project as well as the essential contribution it can make socially for the users and their environment.

This Urban Design Framework reacts to a network of well connected mobility routes with a distinct hierarchy. Pedestrian priority routes are proposed to supplement the mobility corridors and should tie into this local context, promoting movement from east to west. These routes are placed to move persons to Station Road Arcade, a well established commercial intensity corridor, linking Voortrekker Road to the Station. It is important to note that site B, C and D will add a substantial number of pedestrians to the network and it is proposed that a well-lit strong pedestrian NMT route assists them to move towards Station Road Arcade easily and safely. Other more residentially orientated streets within this area have an intimate pedestrian character. The Tygerberg side of the project is disconnected from the area to the west by the China Town Mall. Connections in this area would need strong intervention and possibly change of use to promote and embed a high intensity residential area. Various city owned sites have been identified before as having the possibility to move to more appropriate spaces to allow for sites to be unlocked for housing. This is promoted and will greatly improve the 'belonging' of residents in the area. Please see the future proposal for this precinct (figure 25). The movement network must be supported by a green network of tree-lined major routes linking the existing public park and music centre as well as other routes providing landscaped linking routes and pathways.





Urban Design Framework, Precinct Based:

- New development should promote a sense of place and community.
- The landscaping should allow for durable communal outdoor play and social space. See the Landscape Framework.
- Ensure good surveillance and a response onto the streets and communal space.
- Allow for strong edges, especially along Victoria Street.
- Promote active corners with facilities/communal indoor social spaces (ECD, Community hall etc) onto Victoria Street.
- Ensure a relationship between especially Block B and C in terms of social space, entrances and open play space.
- On-street parking in between vehicular movement and pedestrian sidewalk on Klosser, Alexandra and Parow Streets.
- Buildings of three storeys or less as shown to allow for light penetration into open space courtyards. See UDF.
- Allow for pedestrian access and forecourt on Victoria Street.
- Allow for separate vehicular access as shown (black arrow).

5.9.3. Generic Design Principle

The following design principles were used to plan the specific layouts per block and to assist in the Land Use application. It is important to note that the whole area has a general good street response. This is mostly the result of narrow streets and residential buildings close to the street edges. These already established principles need to be recognised and acknowledged in the new urban response to the area. Buildings should respond to the urban environment in a sensitive way without damaging the intimate character and with the 'good manners' of open transparent edges and good surveillance. An unnecessarily large street setback with no-man's land in front and centralised island building in the centre of the erf should be avoided at all costs. The following principles were therefore followed:

- Create strong and tight street edges.
- Use perimeter blocks with appropriate staggered edges to overlook streets and private open space.
- Create appropriate internal courtyard open play and recreational space and allow for light and sun penetration. This will fulfil the need for safe semi private community space.
- Separate internal vehicular traffic and open play space as far as possible.
- Respond to linking and 'front door' streets (Victoria and Arnold Wilhelm) with pedestrian gates and forecourts as well as semi public facilities and amenities such as community halls and possible child care facilities.
- Keep residents safe within the security perimeter and avoid shared accesses and areas with commercial entities at all cost. This is a very specific requirement from the social housing survey and specialists.

It is important to note that none of the streets surrounding Block B, C and D are directly on high mobility or taxi routes. Alexander Street is used for taxi links towards the west (see figure 1), but this is not adjacent to the study blocks. It is therefore proposed that Victoria Street is promoted as a pedestrian priority route to ensure residents can move to Station Road (the major pedestrian route linking the station to Voortrekker Road) safely and quickly. The following responses were therefore adhered to:

- Strong urban edges and active uses on Victoria Street
- An intimate street without large setbacks
- Good street planting and trees to create a green link

It is also acknowledged that the tight streets create narrow pedestrian walkways and limited opportunities for on-street parking. It is therefore proposed that the security line is setback sufficiently to allow for easy pedestrian movement, on-street parking where appropriate and clear corner sight lines. This must be done without compromising good strong street edges and a slight deviation is proposed from the DMS requirements. The following is promoted;

- That a 2m sidewalk is accommodated on all the road edges along site B, C and D
- On street parking is provided on Alexander, Klosser and Parow Streets.
- Victoria, as the pedestrian forecourt and pedestrian access remains tight with a sidewalk and no on street parking.
- These sidewalk setbacks allow for open street corners and sight lines from the crossing streets.

5.9.4. Additional design criteria – used for the functionality assessment of the development proposal and concept plan – Evaluation Area 1

5.9.4.1. Sustainable urban management and design approach, must describe and/or represent graphically as appropriate:

- a. Key ingredients and their willingness to participate in a neighbourhood Precinct Plan that illustrates the envisioned implementation approach that aims to link the proposed development with surroundings as part of a holistic urban neighbourhood regeneration.
- b. Social cohesion tools to be implemented throughout the operational period and initiatives integrating development residents amongst themselves and with adjacent neighbourhoods amongst other key ingredients of a good urban management plan. The social cohesion tools should also illustrate how the bidder plans to provide support around the management of different categories of tenants especially alliances/partnerships to provide social support for uplifting low income tenants in the social housing primary income category. Subsequently the successful bidder will be required to submit a detailed precinct plan with long term management strategies at Land Availability at the Project Agreement stage.
- c. Ensures positive contribution to the existing urban structure and the consideration of the sites positioning within the wider precinct; in terms of its boundary extent, key interchange points, heart, active corridor and peripheral zones and spatial/ environmental conditions and structural focus.
- d. Consideration of wide initiatives (incl. the Voortrekker Road Corridor (VRC), City Improvement District (VRCID) and Great Tygerberg Partnership (GTP), etc.
- e. Respects and enhances the character and unique identity of the neighbourhood including close proximity existing buildings, responding sensitively in terms of building height, massing and the placement of buildings on the site; continuing or introducing vertical and horizontal rhythms within the streetscape; and complementing the style and material palette of adjacent buildings in a contemporary manner, by using appropriate technologies and modern detailing.
- f. Recognises the generators of movement and how development proposals can change the way people move. Address dominant pedestrian desire lines, market and rail movement by providing linkages and generous landscaped sidewalks around and to important destinations that attract high levels of pedestrian traffic. Further ensure universal access to all buildings, transport facilities and along popular pedestrian routes.
- g. Provision of parking, at appropriate ratios is critical to satisfy the mobility needs of the residents on the one hand, but not to disincentive use of public transport, and have a negative impact on the urban design qualities of the development, on the other. An approach to parking that promotes the use of transport other than private vehicles for commuting is required to make a success of the development. The Bidder is required to outline their approach to parking and transport in general. Car parking facilities must be located so that they offer convenient access, but not at the expense of creating a positive and active public realm and streetscape or compromise pedestrian safety and convenience. Also pay attention to the quality of the connection between car parking facilities and end destinations.
- h. Non-motorised transport facilities considered from the beginning of the design process. The facilities provided must cater for the different needs of end users (residents, staff and visitors) and may include cycle parking, change / shower rooms and storage facilities. These facilities must be located so as to ensure safe and convenient access. Considers challenges currently associated with public transport services provision, in particular rail, need be taken into account. The declining service levels on Cape Town's rail network including the Northern Line, especially during peak periods, render the service inadequate to accommodate existing levels of demand. Major new investments in land parcels along corridors with notionally high levels of accessibility are not likely to benefit from their proximity to high order public transport facilities, in the absence of major improvements in service levels. This may increase dependence on private transport, contrary to the intent of the development. Although more complex in scope to address than at the Project level itself, awareness of the problems is important. The Bidder is to indicate a willingness, with the assistance of CCT, to engage the relevant authorities (notably Metrorail) in this regard.
- i. Site buildings to:
 - i. Respond positively to environmental conditions such as orientation, rain and wind patterns so as to maximise levels of comfort for the pedestrian and make places that are pleasant to be in.
 - ii. Where the use of the building allows, the facade of the building should be used to define the edge of the public realm/ street/ open space systems through the arrangement of built form and the design of the interface with its associated landscape.
 - iii. Trees and vegetation, regarded as an essential component of a desirable living environment (demonstrate the influence on development appearance, space delineation; function if any in terms of noise, sun, wind and rain; air filtration, on-site drainage; productive landscaping, etc.).
 - iv. Optimising visual connections and increasing passive surveillance of the public realm through consideration of simple design which does not create blind spots and entrapment spaces; straightforward routes, door, window and overhang positioning along the public interface.
 - v. Consciously organise space and activities which ensures safe pedestrian movement through encouraging slower traffic speeds where appropriate.

- j. Water and Energy Management approach -Water and energy use optimisation are critical aspects of any urban development and are becoming more important all the time. The Bidder is required to provide a narrative presentation of their approach to these aspects with due regard to its relevance at the overall scale of the development through to the individual living unit and household. Again, it is the approach rather than specific technologies that is of interest, although examples can be cited to illustrate the principles. Setting of overall targets and methods for measuring those will be favourably regarded in evaluation.

5.9.4.2. Efficient and systematic land utilization in terms of: must describe and/or represent graphically as appropriate:

- a) Unit no. provision equivalent/ better than the Scope provided benchmarks. The business viability must qualify to receive the Consolidated Capital Grant (CCG) and any other subsidies applicable to Social Housing projects. Bid proposals should aim to maximize the number of Social Housing units particularly units that fall within the primary income band of Social Housing rental units.
- b) Cognisance of the functional and spatial relationships between different elements of the layout plan toward reduced services installation (best practice, i.e. stack, standardise, simplify) costs and maintenance challenges. Collective space optimisation. Maintenance and management of open space systems are considered during the design stages.
- c) The servicing of a development (delivery, recycling, refuse and plant rooms) must be considered from the beginning of the design process and be located appropriately or screened so as to minimise their impact on the public environment.
- d) Building placement oriented and designed to optimise energy efficiency and sustainability, including but not limited:
 - i. Natural illumination during the day – the penetration of direct sunlight into living accommodation has favourable psycho-physiological effects on both thermal comfort and biological activity of the body, and also has a bactericidal effect. As well as gives occupants a feeling of direct contact with the outside world, an important factor for mental and social well-being.
 - ii. Natural ventilation - necessary to provide fresh air and remove in-door air pollutants via operable windows and airbricks.
 - iii. Alternative building equipment / materials, innovative water saving and consumption reduction measures where appropriate.
 - iv. The relationship between unit areas, internal and external communal spaces, including complementary ancillary services that foster the creation of integrated communities in the development. (Social housings often fairly high occupational density necessitates good quality communal spaces for activities which are unable to be accommodated within the units).
 - v. A “human scale” centric design approach, including consideration of heights, widths, surfacing and operations of the various elements of the building design – taking cognisance of the impact the scale of the urban environment has on the quality of life experience by the occupant households.
 - vi. Tenure blind design.

5.9.4.3. Quality in the design of the building envelope and finishes:

- a) Facade materials need to be durable, visually appealing, and supportive of environmental objectives.
- b) Dynamic and innovative approach to building design that is visually appealing, affords comfort and convenience to residents while meeting all the essential requirements of safe, healthy housing and budget constraints. Consideration to be made in terms of economy of form, prioritisation of visual shifts, colour and materiality.
- c) A Designed and articulated interface between the public and private realms to ensure active and lively building frontages. Blank facades and parking fronting onto the street should be avoided.

5.9.4.4. Innovative spatial layout of/and units, which demonstrates:

- a) An innovative approach to unit design which provides flexible unit design to meet a wide range of needs of the different households of varying needs, including but not limited to needs associated with moderate mobility difficulties and the normal frailty associated with old age.
- b) To be in accordance with the rental housing specified within the scope and regulations of the Social Housing Regulatory Agency (SHRA).

5.9.5. General Landscape Principles

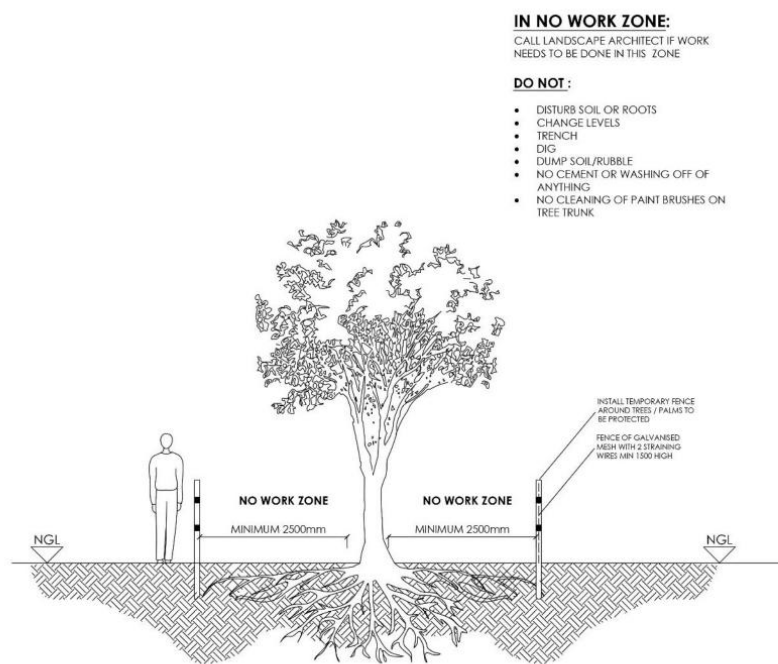
Trees that are to be kept:

All trees that are to be kept should be properly surveyed prior to detailed design. This should include trunk diameter, crown extent, and ground levels around the trunk.

Where trees are to be kept, all services, trenching, and building works should be kept out of their root zone (avoid the drip line/top tree canopy). Levels should not be increased nor decreased in the root zone.

Existing trees may be pruned up where necessary, but should not be pruned back heavily, nor "pollarded", and any pruning should be done by a suitably qualified arborist.

Trees to be kept should be cordoned off along the driplines prior to construction – a diagramme of such protection is shown below:



PROTECTION OF EXISTING / TRANSPLANTED TREES / PALMS TO BE KEPT ON SITE

Sidewalk greening:

As part of the design for all erven, new street trees should be incorporated in addition to existing trees. It is recommended that trees are spaced at between 7.5m and 12m centres, and should relate to the building design.

Sidewalk trees should preferably be a minimum 400 litre size and must be planted with 3kgs each water retention additives (Stokasorb or similar).

A 24 month maintenance period is proposed as part of the landscape implementation on each site, to help ensure establishment of new trees.

Should on-street parking be allowed for, it is recommended that the trees are placed above kerb, on sidewalk areas.

Pedestrian sidewalks should generally be at least 1.8 m in width, excluding cycle lanes, and tree holes should be a minimum of 1.2 m internal diameter. Care should be taken around existing trees, so as not to pave or compact around existing trees, as a general rule, one should never work closer than 2m from any existing tree trunk, more in the case of mature trees.

On block E, tree planting on the opposite side of De Kock Street, should be considered, to help screen the railway line.

On- site general landscaping:

It is recommended that the landscape design is robust and takes into consideration ongoing maintenance costs and issues.

It is therefore proposed that soft landscaping focuses on tree planting together with hard landscaping, and that trees are installed in a large size (minimum 400 litre, preferably 1000 litre size).

Large areas of ground covers and shrubs should be avoided, so too any lawn areas. It is recommended that any soft landscaping consists of very hardy, low maintenance planting, which is located only in protected zones, or in areas where the planting is likely to survive/be easily maintained (eg entrances to buildings), and only species that will require minimal maintenance should be considered.

Hard surfacing with laterite or paving combined with rubber matting under play equipment, with trees is proposed, and minimal lawn areas and planting.

Although there is a park in the vicinity, it is recommended that small outdoor spaces, with trees, seating and robust steel play equipment (see example below) are provided on each site. These should be located with strong south easterly winds in mind.

Irrigation:

Irrigation systems should only be installed where there is a certainty of ongoing suitable maintenance.

In lieu of this, it is recommended that lockable turf valves are installed at 20 to 30 m centres, for hand watering of areas, this, combined with the addition of water retention additives will help ensure survival of trees and landscaping.

In this regard, a 24 month maintenance period is proposed to help ensure survival of the trees.

Tree species:

Trees should be chosen for their ability to withstand strong Cape winds as well as dry summers. Suitable species, such as *Syzigium* sp, *Harpephyllum* sp, and *Ceratonia* sp could be considered.

5. CONCLUSION

A number of mature trees on various sites should be kept.

Designs should take these, as well as other trees on sites into consideration. In principle any mature trees are worth keeping.

New landscaping, both hard and soft, must be designed to be as robust as possible, take into consideration climatic conditions, and should have very low maintenance requirements.

A focus on sidewalk tree planting, as well as internal tree planting, together with hard landscaping and small internal outdoor recreation/play spaces are recommended, with very minimal shrub planting and no lawns.

New trees should be as large as possible, 400 litre to 1000 litre in size.

Maintenance of 24 months post-installation is recommended.

5.10. ENVIRONMENTAL AUTHORISATION EXTRACT



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

REFERENCE: 16/3/3/6/1/A8/97/3056/21
DATE OF ISSUE: 28/02/2021

The Municipal Manager
 City of Cape Town
 Human Settlements Directorate
 Private Bag X9181
CAPE TOWN
 8000

Attention: Kelly Arendse

Cell No.: 072 111 4057
 Email: Kelly.Arendse@capetown.gov.za

Dear Sir

APPLICABILITY OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) ("NEMA") AND ENVIRONMENTAL IMPACT ASSESSMENT ("EIA") REGULATIONS, 2014 (AS AMENDED) WITH RESPECT TO THE PROPOSED SOCIAL HOUSING DEVELOPMENT ON VARIOUS ERVEN IN PAROW

1. The checklist for the determination of the applicability of the EIA Regulations, 2014 (as amended) dated 19 February 2021 and received via electronic mail correspondence by this Directorate on 24 February 2021, refers.
2. Your attention is drawn to the listed activities in terms of the EIA Regulations, 2014 as defined in Government Notice ("GN") No. R.982, R.983, R.984 and R.985 (as amended). All activities identified as listed activities in the EIA Regulations, 2014 (as amended) that had not been lawfully commenced with on 08 December 2014 must not be undertaken without an Environmental Authorisation from the Competent Authority.
3. This Department has reviewed your correspondence and is of the opinion that the proposal of a social housing development on various erven in Parow **does not** constitute any listed activity as defined in the EIA Regulations, 2014 (as amended).
4. The above determination is based on on the information contained in your documentation, wherein is indicated amongst others, the following:
 - 4.1 The proposed development is located within the urban area of Parow.
 - 4.2 The proposed development will not result in the clearance of more than 300m² of indigenous vegetation.
 - 4.3 The proposed site does not form part of a CBA or contain any indigenous vegetation. The proposed site is completely transformed and/or built-up.
 - 4.4 The sites in question is not located within 32m of any water course.

16/3/3/6/1/A8/97/3056/21

5. An environmental authorisation from the competent authority is therefore not required for the proposed development on the proposed site.
6. However, should the proposed land use trigger any listed activity in terms of the EIA Regulations, 2014 (as amended), an application form for Environmental Authorisation must be submitted to the Competent Authority and the Environmental Authorisation obtained prior to the development proposal being commenced with on the proposed site. The relevant application forms are available on this Department's website: www.westerncape.gov.za/eadp.
7. The applicant is reminded of his/her general duty of care and the remediation of environmental damage. It is specifically stated in Section 28(1) of the NEMA that – *“Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.”*
8. Please note that the applicant must comply with any other statutory requirements that may be applicable to the undertaking of the activity.
9. This Department reserves the right to revise its initial comments and request further information from you based on any new or revised information received.

Yours faithfully

Maboee
Nthejane

Digitally signed by
Maboee Nthejane
Date: 2021.02.28
21:34:56 +02'00'

pp HEAD OF DEPARTMENT

Copied to: Kim Pontoc

(Legacy Environmental Management Consulting (Pty) Ltd.)

Email: Kim@legacyemc.co.za

5.11. HERITAGE

5.11.1. SITE B

Our Ref: HM/ CAPE TOWN METROPOLITAN / PAROW /
ERVEN 9444, 9445, 9446, 9447, 9448, 9449, 9458
Case No: 21031502SB0414E
Enquiries: Stephanie-Anne Barnardt
E-mail: stephanie.barnardt@westerncape.gov.za
Tel: 021 483 5959



Kelly Arendse (on behalf of the CoCT)
kelly.arendse@capetown.gov.za

RESPONSE TO NOTIFICATION OF INTENT TO DEVELOP: FINAL
In terms of Section 38(1) of the National Heritage Resources Act (Act 25 of 1999) and the Western Cape
Provincial Gazette 6061, Notice 298 of 2003

NOTIFICATION OF INTENT TO DEVELOP: PROPOSED PAROW HOUSING DEVELOPMENT, BLOCK B, ALEXANDRA, KLOSSER AND PAROW STREETS ON ERVEN 9444, 9445, 9446, 9447, 9448, 9449, 9458, PAROW, SUBMITTED IN TERMS OF SECTION 38(4) OF THE NATIONAL HERITAGE RESOURCES ACT (ACT 25 OF 1999)

CASE NUMBER: 21031502SB0414E

The matter above has reference.

Heritage Western Cape is in receipt of additional information for the above matter received. This matter was discussed at the Heritage Officers meeting held on 3 May 2021.

You are hereby notified that, since there is no reason to believe that the proposed Parow housing development, Block B, Alexandra, Klosser and Parow Streets on Erven 9444, 9445, 9446, 9447, 9448, 9449, 9458, Parow will impact on heritage resources, no further action under Section 38 of the National Heritage Resources Act (Act 25 of 1999) is required.

However, should any heritage resources, including evidence of graves and human burials, archaeological material and paleontological material be discovered during the execution of the activities above, all works must be stopped immediately, and Heritage Western Cape must be notified without delay.

This letter does not exonerate the applicant from obtaining any necessary approval from any other applicable statutory authority.

HWC reserves the right to request additional information as required.

Should you have any further queries, please contact the official above and quote the case number.

.....
Colette Scheermeyer
Acting Chief Executive Officer



www.westerncape.gov.za/cas

Street Address: Protea Assurance Building, Green Market Square, Cape Town, 8000 • **Postal Address:** P.O. Box 1665, Cape Town, 8000
• **Tel:** +27 (0)21 483 5959 • **E-mail:** ceoheritage@westerncape.gov.za

Straatadres: Protea Assuransie-gebou, Groentemarkplein, Kaapstad, 8000 • **Posadres:** Posbus 1665, Kaapstad, 8000
• **Tel:** +27 (0)21 483 5959 • **E-pos:** ceoheritage@westerncape.gov.za

Idilesi yendawo: kumgangatho 3, kwisakhiwo iprotea Assurance, Greenmarket Square, ekapa, 8000 • **Idilesi yeposi:** Inombolo yebhokisi yeposi 1665, eKapa, 8000 • **Iinombolo zomnxeba:** +27 (0)21 483 5959 • **Idilesi ye-imeyile:** ceoheritage@westerncape.gov.za

5.11.2. SITE C

Our Ref: HM/ CAPE TOWN METROPOLITAN / PAROW /
ERVEN 9510, 9511, 9512, 9513, 9514, 9515, 9505
Case No: 21031503SB0414E
Enquiries: Stephanie-Anne Barnardt
E-mail: stephanie.barnardt@westerncape.gov.za
Tel: 021 483 5959



Kelly Arendse (on behalf of the CoCT)
kelly.arendse@capetown.gov.za

RESPONSE TO NOTIFICATION OF INTENT TO DEVELOP: FINAL
In terms of Section 38(1) of the National Heritage Resources Act (Act 25 of 1999) and the Western Cape
Provincial Gazette 6061, Notice 298 of 2003

NOTIFICATION OF INTENT TO DEVELOP: PROPOSED PAROW HOUSING DEVELOPMENT, BLOCK C, VICTORIA, KLOSSER AND PAROW STREETS ON ERVEN 9510, 9511, 9512, 9513, 9514, 9515, 9505, PAROW, SUBMITTED IN TERMS OF SECTION 38(4) OF THE NATIONAL HERITAGE RESOURCES ACT (ACT 25 OF 1999)

CASE NUMBER: 21031503SB0414E

The matter above has reference.

Heritage Western Cape is in receipt of additional information for the above matter received. This matter was discussed at the Heritage Officers meeting held on 3 May 2021.

You are hereby notified that, since there is no reason to believe that the proposed Parow housing development, block c, Victoria, Klosser and Parow Streets on Erven 9510, 9511, 9512, 9513, 9514, 9515, 9505, Parow, will impact on heritage resources, no further action under Section 38 of the National Heritage Resources Act (Act 25 of 1999) is required.

However, should any heritage resources, including evidence of graves and human burials, archaeological material and paleontological material be discovered during the execution of the activities above, all works must be stopped immediately, and Heritage Western Cape must be notified without delay.

This letter does not exonerate the applicant from obtaining any necessary approval from any other applicable statutory authority.

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Should you have any further queries, please contact the official above and quote the case number.

.....
Colette Scheermeyer
Acting Chief Executive Officer



www.westerncape.gov.za/cas

Street Address: Protea Assurance Building, Green Market Square, Cape Town, 8000 • **Postal Address:** P.O. Box 1665, Cape Town, 8000
• **Tel:** +27 (0)21 483 5959 • **E-mail:** ceoheritage@westerncape.gov.za

Straatadres: Protea Assuransie-gebou, Groentemarkplein, Kaapstad, 8000 • **Posadres:** Posbus 1665, Kaapstad, 8000
• **Tel:** +27 (0)21 483 5959 • **E-pos:** ceoheritage@westerncape.gov.za

Idilesi yendawo: kumgangatho 3, kwisakhiwo iprotea Assurance, Greenmarket Square, eKapa, 8000 • **Idilesi yeposi:** Inombolo yebhokisi yeposi 1665, eKapa, 8000 • **Linombolo zomnxeba:** +27 (0)21 483 5959 • **Idilesi ye-imeyile:** ceoheritage@westerncape.gov.za

5.11.3. SITE D

Our Ref: HM/ CAPE TOWN METROPOLITAN / PAROW /
ERVEN RE-9494, 9493, 9495, 9496
Case No: 21031504SB0414E
Enquiries: Stephanie-Anne Barnardt
E-mail: stephanie.barnardt@westerncape.gov.za
Tel: 021 483 5959



Kelly Arendse (on behalf of the CoCT)
kelly.arendse@capetown.gov.za

RESPONSE TO NOTIFICATION OF INTENT TO DEVELOP: FINAL
In terms of Section 38(1) of the National Heritage Resources Act (Act 25 of 1999) and the Western Cape
Provincial Gazette 6061, Notice 298 of 2003

NOTIFICATION OF INTENT TO DEVELOP: PROPOSED PAROW HOUSING DEVELOPMENT, BLOCK D, VICTORIA STREETS ON ERVEN RE-9494, 9493, 9495, 9496, PAROW, SUBMITTED IN TERMS OF SECTION 38(4) OF THE NATIONAL HERITAGE RESOURCES ACT (ACT 25 OF 1999)

CASE NUMBER: 21031504SB0414E

The matter above has reference.

Heritage Western Cape is in receipt of additional information for the above matter received. This matter was discussed at the Heritage Officers meeting held on 3 May 2021.

You are hereby notified that, since there is no reason to believe that the proposed Parow housing development, Block D, Victoria streets on Erven RE-9494, 9493, 9495, 9496, Parow will impact on heritage resources, no further action under Section 38 of the National Heritage Resources Act (Act 25 of 1999) is required.

However, should any heritage resources, including evidence of graves and human burials, archaeological material and paleontological material be discovered during the execution of the activities above, all works must be stopped immediately, and Heritage Western Cape must be notified without delay.

This letter does not exonerate the applicant from obtaining any necessary approval from any other applicable statutory authority.

HWC reserves the right to request additional information as required.

Should you have any further queries, please contact the official above and quote the case number.

.....
Colette Scheermeyer
Acting Chief Executive Officer



www.westerncape.gov.za/cas

Street Address: Protea Assurance Building, Green Market Square, Cape Town, 8000 • **Postal Address:** P.O. Box 1665, Cape Town, 8000
• **Tel:** +27 (0)21 483 5959 • **E-mail:** ceoheritage@westerncape.gov.za

Straatadres: Protea Assuransie-gebou, Groentemarkplein, Kaapstad, 8000 • **Posadres:** Posbus 1665, Kaapstad, 8000
• **Tel:** +27 (0)21 483 5959 • **E-pos:** ceoheritage@westerncape.gov.za

Idilesi yendawo: kumgangatho 3, kwisakhiwo iprotea Assurance, Greenmarket Square, eKapa, 8000 • **Idilesi yeposi:** Inombolo yebhokisi yeposi 1665, eKapa, 8000 • **Inombolo zomnxeba:** +27 (0)21 483 5959 • **Idilesi ye-imeyile:** ceoheritage@westerncape.gov.za

5.12. TRADE NAMES OR PROPRIETARY PRODUCTS

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

5.13. EMPLOYMENT OF SECURITY PERSONNEL

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

5.14. FORMS FOR CONTRACT ADMINISTRATION

Not Used.

(6) SPECIAL CONDITIONS OF SALE**6.1 GENERAL TERMS OF SALE**

After the award of the property, the successful Tenderer will be required to sign a Project Agreement within 21 days of being requested to do so by the City, which may include inter alia the following conditions as well as additional property specific conditions as determined by the Director: Human Settlements.

- 6.1.1** All necessary costs related to the sale and registration of transfer of the Property including but not limited to the payment of Value Added Tax on the purchase price, Sale/ Project Agreement fee, conveyancer fees, survey costs, servitude registration costs, any stamp duties or rates and charges payable in respect of the Property to be paid by the purchaser.
- 6.1.2** The Purchaser shall be required to pay a deposit of up to 10% (amount as determined by the Seller) on signature of the Sale/ Project Agreement and the balance of the purchase price shall be paid either against registration of transfer or against possession of the property being given prior to registration of transfer if agreed to by the Seller.
- 6.1.3** The purchase price must be paid in full on or before the date of transfer.
- 6.1.4** The Purchaser shall within 21 days of being requested to do so by the transferring attorney, sign all documents and pay all monies to enable transfer to be effected, failing which the Seller reserves the right to cancel the sale.
- 6.1.5** Possession of the property shall be taken against registration of transfer or at an earlier date as agreed between the parties.
- 6.1.6** The Purchaser will at his/her own cost be responsible for all statutory approvals (e.g. Environmental authorisation, land use approvals etc.) That may be required in order to proceed with the development of the property in terms of its current or future zoning.
- 6.1.7** The Seller will not benefit in any eventual surplus, nor will it be liable for any deficiency in extent, and the property is sold subject to the relevant diagrams, title deeds and Township Conditions. The Seller shall not be responsible for indicating existing boundaries and beacons.
- 6.1.8** The sale of the property is subject to all conditions contained or referred to in the Seller'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.
- 6.1.9** Any servitudes required to be registered in respect of any Council services shall be registered at the cost of the Purchaser. See clause 6.3 for further detail on servitude to be registered on transfer of the property.
- 6.1.10** The Purchaser undertakes not to alter his/her/its status or capacity in any way prior to the transfer of the Property without the written consent of the Seller.
- 6.1.11** The purchase price(s) will be subject to escalation at a rate of **8%** per annum compounded annually on a pro-rata basis commencing six months after the date of valuation i.e. as from 1 April 2020 until date of registration.
- 6.1.12** The Purchase Price will be subject to review in the event that the property has not been transferred within eighteen months from the date of valuation i.e. as at **30 April 2022**.
- 6.1.13** Any installations, alterations and/or connections to services necessary as a consequence of the development of the property will be at the Purchaser's cost.
- 6.1.14** Development Contributions will be payable in terms of the City's Development Charges Policy as well as the Shared Network Charges Policy of the Electricity Department. Details are available of these documents on the City of Cape Town's website.
- 6.1.15** The Purchaser will be deemed to have received vacant occupation of the Property with effect from the transfer date, unless agreed otherwise between the Parties in writing.
- 6.1.16** The Purchaser will not be allowed to cede, transfer or assign the sale and/or project agreement of the Property without the sellers' written consent.
- 6.1.17** The Purchaser shall indemnify the Seller against any claims of whatsoever nature which may be made against the Seller arising out of its occupation of the property.
- 6.1.18** The Purchaser will be required to pay all necessary costs related to the sale of the Property including, but not limited to, the payment of Value Added Tax on the sale, 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 other competent authority against the property or improvements thereon.

- 6.1.19** The sale of the Property is subject to all conditions contained or referred to in the Title Deed or any relevant prior Title Deeds as well as all other conditions or servitudes, if any, which are applicable in respect of the Property.
- 6.1.20** The Purchaser undertakes not to alter his/her/its status or capacity in any way prior to concluding the Sale and/or Project Agreement and Transfer without the written consent of the Seller.
- 6.1.21** The Purchaser shall be responsible for all costs incurred in respect of the upgrading, extension, deviation, connection or removal of any existing stormwater, sewerage, electricity, roads or other services or works whether on the property of the Council or any other body having the authority so to require as a result of the development of the Property concerned and for any connection costs in respect of such service or works.
- 6.1.22** The Property, including all buildings and other improvements thereon, if any, is sold in accordance with the Seller's title deeds and the diagram or general plan framed or to be framed in respect thereof.
- 6.1.23** In order to achieve Project time-lines, the CCT intends to strictly enforce the time periods for negotiation and conclusion of the Sale/ Project Agreement. If despite best endeavours, the parties are unable to agree the final terms of the Project Agreement within 4 (four) weeks after commencement of the negotiation process, the CCT reserves the right, in its sole discretion and without liability to any party, to:
- a) continue negotiating with the Preferred Tenderer for a further specified period; or
 - b) terminate negotiations with the Preferred Tenderer forthwith and commence negotiations with the next-ranked Tenderer; or
 - c) negotiate with both the Preferred Tenderer and next-ranked Tenderer simultaneously and to award to whichever of the two.

6.2 SPECIAL TERMS OF SALE

- 6.2.1** The properties are in the process of being rezoned from Transport 2 (TR2) to General Residential 4 (GR4). The property has been earmarked for Social Housing subject to conditions of the pending rezoning approval anticipated mid 2022.
- 6.2.2** A property which has been earmarked for **Social Housing** may be sold by the City at a purchase price that is discounted against fair market value subject to a **reversionary clause** being registered against the title deed of the Property. In the event of the subject property ceasing to be used for the purpose originally intended, reversionary rights are triggered and the City reserves the right to demand the property be transferred back into the ownership of the City at no cost to the City;
- i. Additionally, a condition will be registered against the title deed ceding the land in the event that the land is not used for its intended social housing purpose and the right reserved to demand compensation equal to any and all grant value dispersed (time escalated).
 - ii. The development and management of the land to be monitored by the SHRA and City.
- 6.2.3** The Purchaser shall comply with all conditions of the rezoning application submission and final approved.
- 6.2.4** The future development on the subject property must take cognisance of the recommendations and principles set out in the rezoning submission.
- 6.2.4.1 Landscaping of the individual sites and the precinct to be as per the rezoning application landscaping analysis and proposal.
 - 6.2.4.2 The Purchaser will be required to comply with the conditions of Heritage Western Cape Impact feedback as outlined in Section 5.
 - 6.2.4.3 The Purchaser will be required to comply with the conditions of the Environmental Impact feedback as outlined in Section 5.
- 6.2.5** The Purchaser will be responsible for obtaining rezoning approvals, in the event the current rezoning application submission and pending approval is not utilised for its intended use before the expiration date.
- 6.2.6** The Purchaser could be required to conduct a Noise Impact Assessment (NIA) in accordance with SANS 10328 and SANS 10103.
- 6.2.7** The Purchaser will be responsible for establishing access to the Property, to the satisfaction of the City.
- 6.2.8** The Purchaser will NOT be responsible for the payment of a Development Contribution (DC) in respect of the Property. As per **SPC 26L/09/21**, the
- a. DC liability recorded for state funded subsidised housing projects can be offset against the total

(USDG) bulk engineering services investment made in lieu the liability; be approved

- b. where smaller infill social housing projects do not require any services upgrades the DC liability be offset against the surplus USDG investment (credit) made into the bulk engineering services by the USDG fund;
- c. Where an updated council resolution prevails in respect of Development Charges, the most recent version/ resolution is to be upheld.

6.2.9 The Purchaser will be required to submit its Site Development Plan (SDP) for the Property to the City's Human Settlements Department for consideration prior to submission to the City's Planning and Building Development Management Department.

6.2.10 The Purchaser's building plans for the Property will be required to be substantially in accordance with the development concept agreed to by both parties. Any deviations from this concept plan will require the written consent of the City's Human Settlements Department.

6.2.11 Any signage intended to be installed within the Purchased area shall be in compliance with the City's Signage By-Law and the Lessee shall obtain prior approvals from the City's relevant Department.

6.2.12 The Purchaser will be required to be party to any urban management initiatives in terms of the voortrekker corridor, relevant improvement districts and alike.

6.2.13 The Purchaser will be required to have an Environmental Management Plan for the construction period.

6.2.14 The Purchaser will be required to submit the project development plan or development phasing plan clearly outlining the commencement and completion of various project milestones within 3 months of signing the Project Agreement.

6.2.15 The Purchaser shall commence with building construction no later than 2 years subsequent to signing the Sale/ Project Agreement.

6.2.16 The Purchaser will be required to give the Seller 1 calendar month notice of its intent to commence with construction.

6.2.17 Final sale payment will be due and payable on beneficial occupation or commencement of construction of the property, but no later than 2 years subsequent to signing the Conditional Sale and/or Project agreement. This is specifically recorded for the benefit of the Purchaser in order for the Purchaser to obtain the relevant statutory and/or building plan approvals to commence with construction of the property.

6.2.18 A request by either party for the extension of any time period referred to in the Conditional Sale and/or Project agreement shall reach the other party before the expiry date of the relevant time period. Upon receipt of such written request the relevant party shall evaluate the request and notify the affected party within thirty (30) days of receipt thereof whether or not such request has been granted.

6.2.19 In the event of an extension being granted the relevant party shall notify the affected party of the terms and conditions of such extension. The granting of an extension of any time period shall be in the sole discretion of the relevant party and no extension of time or any indulgence granted will constitute a waiver of the either party's right to enforce compliance of the terms and conditions of the Conditional Sale and/or Project agreement nor will it constitute a novation hereof.

6.2.20 Should an extension not be granted, the relevant party shall be in breach and the affected party shall have the remedies available to it in terms of the sale/ project agreement and in common law.

6.3 TERMINATION

6.3.1 Either party may terminate the Conditional Sale and/or Project agreement (prior to sale transfer) at any time by providing six (6) month's written notice to the other party.

6.3.2 If there is default on any of these Conditions by the Purchaser, the City may serve a notice of default in writing on the Purchaser calling upon him/her to comply with the instructions set out in such notice, failing compliance of which may result in the Seller terminating the Conditional Sale/ Project Agreement

6.4 INCORRECT OR MISLEADING INFORMATION

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

6.5 SITE CONDITIONS

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

6.6 DISCLAIMERS

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

(7) CONDITIONS OF TENDER

7. Definitions

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 Sale/ Project Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "Contractor" or "Purchaser" means the successful tenderer (the entity to whom the contract has been awarded) in terms of a tender invited by the CCT for the sale 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) "Seller" means the Council of the City of Cape Town (also referred to in this document as the City or CCT).
- l) "SCC" means the Special Conditions of Contract applicable to this tender.(not applicable). – **Refer to Section 6 of this document, for Special Conditions of Sale**
- m) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

7.1 GENERAL

7.1.1 Actions

- 7.1.1.1 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 CCT's Supply Chain Management Policy ('SCM Policy') and Privacy Notice that was applicable on the date the bid was advertised save that if the Employer adopts a new SCM Policy and/or Privacy Notice 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 these documents contained on the Employer's website.

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

7.1.1.2 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.

7.1.1.3 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.

7.1.2 Interpretation

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

7.1.2.2 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.

7.1.3 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.

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

7.1.4.1 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.

7.1.5 Procurement procedures

7.1.5.1 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.

7.1.5.2 Proposal procedure using the two stage-system

A two-stage system will NOT be followed.

7.1.5.3 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.

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

7.1.6.1 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.

7.1.6.2 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).

- 7.1.6.3 All requests referring to sub clauses 7.1.6.1 and 7.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via fax at: 021 400 5963 or 021 400 5830

- 7.1.6.4 All requests referring to clause 7.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

7.1.7 City of Cape Town Supplier Database Registration – NOT APPLICABLE

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

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

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

7.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration – NOT APPLICABLE

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.

7.1.9 Protection of Personal Information Act of 2013 ("POPIA"),

- 7.1.9.1 The Employer's Information Officer who is responsible for overseeing questions in relation to data

protection may be contacted at Popia@capetown.gov.za.

7.1.9.2 By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- a) that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("**POPIA**"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- b) to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- c) that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- d) that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- e) to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- f) that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- g) that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

7.2 TENDERER'S OBLIGATIONS

7.2.1 Eligibility Criteria

7.2.1.1 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.

7.2.1.1.1 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.

7.2.1.1.2 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.

7.2.1.1.3 Compliance with additional requirements of CCT

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

- a) The tenderer must submit proof of the tenderer's financial capability to purchase the property. This proof must be in the form of bank statements, a letter of undertaking from a recognised financial institution and/ or similar access to finance which will enable the tenderer to purchase the property. Should the required letter of undertaking indicate funding of less than the full purchase price tenderers must submit written proof of how the balance of the purchase price is to be funded.
- b) The tenderer must provide proof of his/her Identification document and their business registration

documentation issued by CIPC (the Companies and Intellectual Property Commission) or their NPO certificate and Section 21 registration documents. (where applicable)

7.2.1.1.4 The tenderer must provide a Development Plan that is in line with the development rights and objectives as detailed under the specification section, containing information relating to the following (refer to Section 5. Specifications, and all the conditions of this Tender):

- a) Development Proposal and Concept Plan: Tenderer's vision for the property, including a plan of proposed primary and ancillary uses, extent (size) of facilities/ buildings, and integration with the broader community and City objective's for the property as referred to in Section 5 of the Tender Document
- b) Implementation Plan: Description of development phases and the accompanying procedures to be implemented in order to bring development plan to fruition. Included here are the anticipated time frame of development phases, related funding to be secured, tenancing and operations, and
- c) Financial Plan: Tenderer is required to demonstrate a realistic and sustainable financial plan relating to the phased implementation of the development vision. Provide details of projected operational and capital start-up costs, and applicable funding resources etc.

Note to tenderer: Hand drawn plans are acceptable, financial projections are to be in the form of spread sheets, etc. The purpose of the plan is to assess the capability of the tenderer/organization to implement a development and manage Social Housing that meets the requirements of the Social Housing Act, needs of the organisation in a time frame and to a standard acceptable to the City and surrounding community.

Proof of full accreditation from the Social Housing Regulatory Authority (SHRA) if tendering as a Social Housing Institute (SHI) and/or where the Tenderer is an Other Delivery Agent (ODA) to provide evidence of management of at least 450 rental units and should be able to meet the SHRA Requirements in terms of the 'SHRA Quick Scan A' Assessment Tool.

Audited financial statements for the past two years, and up to date financial management accounts. Where the bidder is a start-up with no previous financial records, it must provide details of how it will ensure financial sustainability throughout the development phase up to where the project realizes its first income streams requirement.

ODAs must provide Company memorandum of incorporation documents and provide proof of ability to provide 20% equity contribution for SH development.

7.2.1.1.5 Non-Compulsory but strongly recommended clarification meeting

6 May 2022

7.2.1.1.6 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 functionality of the tenderers and their proposals/offers/bids will be evaluated taking into account the following areas for consideration:

- (i) Development Proposal and Concept Plan;
- (ii) Organisation Profile, expertise and experience of the tenderer; and
- (iii) Financial Capability.

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).

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

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

A more detailed explanation of the functionality criteria is given below:

EVALUATION AREAS AND TENDER SUBMISSION REQUIREMENTS

All applicable sections and schedules of the tender document must be completed and signed where indicated. In addition, the tender submission must consist of a documented **Proposal Document** which should preferably provide information under the content headings listed below. It is suggested that the length of the **Proposal Document** be not more than twenty (20) pages (excluding annexures to the document) and that it should show details of how the tenderer intends developing and using the site, with projected funding, financial feasibility, and respond with the details asked for in the **Evaluation Area 1, Evaluation Area 2 and Evaluation Area 3**.

1. EVALUATION AREA: DEVELOPMENT PLAN

1.1 DEVELOPMENT PLAN indicating methodology and providing details of the Tenderer's vision for the site, including all sites, precincts and/or buildings (as applicable), land use types (as applicable), open areas, roads, path networks, and integration with the broader vision and City objective of the precinct. Precedent images which support the communication of key principals are permissible, however should not overshadow drawings and diagrams, and are too described in bullet point, the reason for inclusion or relevance to principles/ drawings/ diagrams. (i.e.: where a maximum of 10 pages is permissible, then only 10%/ 1 page can be dedicated to precedent images).

1.1.1 CONCEPT PLAN(S) (A3 size) of the proposed building(s) showing proposed site layout, building/s (extents in square metres, heights, number of storeys, dimensions, elevations, orientation), coverage, location of parking, main landscaping features, traffic and pedestrian movements on the property, the different land uses, a three dimensional drawing illustrating the components of the development and an illustration of the architectural aesthetic for the proposed development. Plan(s) must also indicate any deviations in terms of the existing development rights.

The Concept Plan must take into account the zoning and other conditions and the design guidelines referred to in Section 5: Specifications, of this document.

- i. Drawings and diagrams, to include, but not limited to (taking the below design criteria into consideration):
 - a) Proposed land uses
 - b) Indicative building footprints/ massing form, paying attention to edges and interfaces (in Plan and Section)
 - c) Street Elevations
 - d) Relevant Building Cross Sections demonstrating the onsite forms and form to street relationship
 - e) Approach to unit layout and plan adjacencies.
- ii. The Design Rationale includes, aspects of Urban and Architectural Design and related management, as outlined below.
- iii. The Design must clearly show how primary infrastructure, internal and external has been considered, how all zoning parameters applied for are complied with and the development implementation will be phased (subject to being the optimum approach).
- iv. Tenderers to refer to all the design/ development guidelines/ framework provided in the Tender documentation - multidisciplinary service information provided with the bid (including but not limited to Heritage, Engineering and Design), generated ahead of the Rezoning application. The Development Framework depicts the proposed yields and densities for the development. The bidder will use this as the basis for generating a further developed design concept (illustrating building designs architectural concepts, including tenure blind design with building elevations, site plan and precinct plan for city approval).
- v. Tenderers must illustrate and describe the accommodation of units.
- vi. Design must take cognisance of various relevant guidelines, frameworks and statutory requirements, including but not limited to the City of Cape Town's Design and Management Guidelines for a Safer City, the Western Cape Urban Design Policy, SHRA Guidelines, National Building Regulation, etc.
- vii. To be submitted in hard and soft /digital copy.

1.2 IMPLEMENTATION PLAN, indicating:

- 1.2.1 Key steps and milestones from the date of Award (provisionally anticipated 6 months post advert) to Tenancy, including, but not limited to:

SELECTED KEY STEPS	PARALLEL KEY DEPENDENCIES
Award	
Sale/ Project Agreement Signature	<i>Initiate and concede Council Final Land Release</i>
City and Provincial Support	
Concept Development and SDP	
Debt and/or equity funding	<i>Minimum investment Criteria items fulfilment</i>
SHRA conditions precedent (CP)	
Local Authority submission & approval	<i>FC requirements fulfilment</i>
Contract Documentation and Procurement	
SHRA Financial Closure (FC)	
Construction	
Tenancing and Property Management	

- 1.2.2 With a detailed work breakdown from Award, land transfer, design, municipal approval, SHRA financial closure/ SHRA minimum financial hurdles (Annexure D) for project feasibility through to construction conclusion (PC, FC), tenancy and property management, etc. Indicate the time execution of the various anticipated activities and stage of the works, including milestones, dates for deliverables, reviews and approvals, and the critical path.
- 1.2.3 All Project Planning, design, statutory (SDP, municipal approval, etc.), financial and procurement actions and processes required to initiate construction, highlighting key points of institutional (SHRA, WCG, CCT, etc.) input, in support of the programme.
- 1.2.4 All required components (phased or not) to deliver the project. Assumptions are to be listed to speak to known extraneous factors.
- 1.2.5 The number of sites and the precinct nature of the project may necessitate a phased or parallel site construction approach. The approach is to be justified by the viability. Additionally, where applicable sectional completion and corresponding sectional tenancing, should be incorporated into the Programme.
- 1.2.6 A reduced timeline, not more than 24 months.
- 1.2.7 Tables/ or similar, to represent the Inception and Outline Development Programme (submitted in hard and soft /digital copy).

1.3 METHOD AND WORK STATEMENTS to various aspects of the Project, by way of a method and work statements. Tenderers are not required to provide detailed design of proposed technologies and the like for the method and work statements, however, examples can be used to illustrate their proposed. Method statements are to align with the Design Rationale.

1.3.1 MANAGEMENT AND OPERATIONS

Approach to the management structure, responsibilities and actions for the long term management of the development after completion of the Project. Including consideration of would be relative entities (mix dependent) in terms of Body Corporate/ Owners Association (OA), Special Rating Areas (SRA) and/or similar management entities/ structures coordination, establishment and operations and areas of cooperative management with the City. In addition, Bidder must describe their approach to management and operations, institutional arrangements during the course of the Project, at all levels (e.g. SHI/ Developer, BC, OA, Sub-Councils), from Project inception, during construction and into occupation (taking into consideration phasing, where applicable).

1.3.2 INFRASTRUCTURE MAINTENANCE APPROACH

The long-term maintenance of communal infrastructure and public facilities such as open spaces, streets, squares, community facilities and stormwater management infrastructure need to be planned for well in advance and structured into the financial and institutional arrangements of the development. The Bidder is required to present a narrative and any diagrams or tables to explain their approach to the ongoing maintenance of such infrastructure and facilities in the development.

1.3.3 SAFETY AND SECURITY APPROACH

Safety and Security are aspects of the Project that apply at various scales: the overall precinct; the streets, HHZ and open spaces; the building perimeters; and inside the buildings. Key to the success of the Project will be that outsiders/visitors and tenants have measures in place, both physical and institutional/operational, that will create a level of confidence in the safety and security in and around their new homes. Bidders are to present by way of narrative the principles applicable to various scales of safety and security, e.g. streets and public spaces, buildings, community facilities, etc. and institutional arrangements to ensure this is achieved.

1.3.4 MARKETING STRATEGY

Bidders should demonstrate their approach for creating awareness about the project through a marketing strategy. The marketing strategy would aim to show an understanding of and responsiveness to the local market conditions. The Municipality will make available any market analysis it has and will provide its housing demand data/waiting lists if required to assist the bidders. The Municipality wishes to highlight that it cannot dictate a beneficiary list; tenant screening and selection, tenancing risk and means testing are the sole responsibility of the delivery agent.

2. EVALUATION AREA: ORGANISATION PROFILE - EXPERTISE AND EXPERIENCE OF TENDERER

Scoring will be determined on the basis of demonstrable proven experience and expertise in successfully developing a range of similar Inner-City mixed use developments (completed or in progress) by the Project Lead with a minimum project value of R200 million. Project Lead, oversees the entire development project and ensures that the desired outputs of the project are met as planned. The tenderer is required to outline this section under the following preferred headings and **attach** the relevant documented proof:

- 2.1 Composition of tendering entity (e.g. names and CVs of shareholders, partners, joint ventures, consortiums, etc.);
- 2.2 Property Portfolio of similar (previous and/or current) projects with a minimum value of R200 million undertaken by the tendering entity;
- 2.3 The Tenderer is required to submit the CV of the Project Lead clearly demonstrating the individual's experience and expertise in **residential and/ or social housing developments**.

The above information should enable the City to evaluate “**Company Profile, Expertise and Experience of Tenderer**”.

3. EVALUATION: FINANCIAL CAPABILITY

The Tenderer must provide a project feasibility model (with projected first 10-year discounted cashflows) ,which inter alia includes a comprehensive breakdown of estimated capital costs, net annual income, operating costs, debt-equity structure and net present value (NPV) of the project. Tenderer must demonstrate that it will have sufficient financial capability and access to finance to develop and manage the Property, as it relates to the proposal.

3.1 PROJECT FEASIBILITY MODEL with projected 10-year discounted cashflows for the development, project development phasing plan reflecting commencement and completion of various project milestones.

3.2 SOURCE AND EXTENT OF FUNDING (i.e. indicate if self-funded, loan-funded, equity-funded, grant funded or other) in terms of:

- a) Of developing the property, as it relates to the project feasibility model and the proposal.
- b) A letter(s) from recognised financial institutions/investors indicating access to finance which will enable the tendering entity to develop the Property, as it relates to the project feasibility model and the proposal.

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

General Requirements:

The Feasibility model should:

- i. include a table of contents worksheet. All model references provided on this table of contents worksheet shall have hyperlinks embedded to navigate to the relevant location in the detail of the Feasibility Model. Bidders may, at their discretion, include additional table of content references as deemed appropriate or necessary to assist in model interpretation.
- ii. be prepared in MS-Excel 2007 (or later) and be provided in .xlsx or .xlsm format. Financial Models in .xls format will not be accepted. An electronic copy of the Financial Model is to be written to CD or flash drive. A fully formatted ready for print copy must be written to the CD/flash drive in pdf format showing at least all inputs and outputs to the Financial Model. Do not submit a print copy of the Financial Model with your Proposal submission. The CD/flash drive must also contain succinct instructions on the use of the Financial Model. Two copies of the CD/flash drive must be submitted with the Proposal.
- iii. make use of formatting to help the user distinguish between inputs, calculations and outputs where deemed appropriate.

- iv. be designed in such a way that the user can change assumptions in order to consider alternative outcomes, particularly noting that the model must accommodate the impacts of potential Change Events arising at different times.
- v. be designed in such a way to allow flexibility with regards to the timing of Project start, financial close and the start and conclusion of each phase of development (where applicable)
- vi. clearly set out the assumed availability, timing and quantum of all grant input assumptions, and must be designed in such a way to allow flexibility with regards to these inputs.
- vii. (workbooks, sheets and macros) may or may not be protected. If any part of the workbook is protected this shall be without a password or with a password which is provided with the Proposal.
- viii. be prepared using the estimated programme dates.
- ix. be constructed on a monthly or quarterly basis.
- x. provide annual summaries for the full term of the SHI sub-model, using a financial year-end of 31 March.
- xi. Include construction and operation phases which are expressed in real terms in terms of the estimated programme dates and then converted to nominal terms by escalating at a rate relevant to the cost.
- xii. Include outputs which are presented in nominal terms.

Table 1: Evaluation Criteria and Points

Please carefully read the following important instructions before compiling and submitting the Functionality Assessment:

1. Bidders must submit the functionality information in the ORDER or the index. All information must be CLEARLY NUMBERED and SEQUENCED
2. Information will only be assessed against the functionality criteria for which it is clearly marked. Information that is not clearly marked and ordered in terms of the index below will not be assessed.
3. Where bidders are required to list or provide details of projects of or above a certain value, such values are at current date. Bidders are required to escalate the values of projects previously completed to current date at **6% per annum** and provide the calculation. For example, a 2014 project value of R10m is equivalent to a 2019 project value of R13.38m i.e. R10m x 106% compounded per year since completion.

Table A: Scoring of indicators for the rating of quality criteria and sub-criteria

No Response (0)	Poor (20%)	Satisfactory (60%)	Excellent (100%)
Not provided	Does not meet all the Specifications minimum requirements. Is unlikely to satisfy project objectives /requirements. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	Clearly demonstrates meeting all the Specifications minimum requirements. Tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution.	Clearly demonstrates meeting all the Specifications minimum requirements. All items have been accounted for. Is sufficiently flexible to accommodate changes that may occur during execution. The important issues are approached in an innovative and efficient way, indicating that the Bidder has outstanding knowledge of state-of-the-art approaches. The bidder clearly articulates items which go over and above the Specification minimum requirements and details/demonstrates ways to improve the project outcomes and the quality of the outputs.

Table 1: Functionality

EVALUATION AREA		EVALUATION SCORING				Max. Points
		No Response (0)	Poor (20%)	Satisfactory (60%)	Excellent (100%)	
1.0 DEVELOPMENT PLAN						
1.1	Development & Concept Plan - Urban Management and Design - Efficient and systematic land utilisation (incl. Parking, NMT and Public Transport) - Building placement oriented and designed to optimise energy efficiency and sustainability (incl. water and energy management) - Quality in the design of the building envelope and finishes - Innovative spatial layout of/and units	Ref. Table A				20
1.2	Implementation Plan					10
1.3	Method Statements - Management and Operations - Infrastructure Maintenance - Safety and Security Approach - Marketing Strategy					5
SUB- TOTAL						35
2.0 ORGANISATION PROFILE						
2.1	Property Portfolio which includes residential developments undertaken at a value of at least R 200 million or more. value based on the average cost of construction is R426 000 per unit x 450 estimated project yield = R213 000 000)	No projects	One project >R200m	Two or more projects >R200m	Three or more projects >R200m	10
2.2	Property Portfolio by Management Residential Units	No projects	0 - 200	200-300	450 or above	10
2.3	CV - Experience and expertise of the Project Lead in similar projects and relevant social housing and/or residential experience.	No information provided	≥ 5 year's experience on projects >R200m	≥ 8years experience on projects >R200m in value.	≥ 10 years' experience on projects >R200m	10
SUB- TOTAL						30
3.0 FINANCIAL CAPABILITY						
3.1.0	FEASIBILITY MODEL With projected 10-year discounted cashflows, which inter alia includes a breakdown of estimated capital costs, net annual income, operating costs, debt-equity structure, net present value (NPV) of the project, Monthly operating costs (ref. SHRA), Project IRR pre-tax, post-grant (excl. residual value)(whole project), Contribution to maintenance cash reserve as a % of project cost, etc.	Ref. Table A				15
3.1.1	DEVELOPMENT First year return on investment (full year and full occupation)	0	8%	10%	12%	5
3.1.2	OPERATIONAL Debt Service Cover Ratio (DSCR)	Not indicated	<1.3	1.3	>1.3	5
3.2	PROOF OF ACCESS TO FUNDING	0	20%	60%	100%	10
SUB- TOTAL						35
TOTAL						100

7.2.1.1.7 Local production and content

Not Applicable

7.2.1.1.8 Pre-qualification criteria for preferential procurement

Not Applicable

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.2.5 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.

7.2.6 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.

7.2.7 Clarification meeting

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

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

7.2.8 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.

7.2.9 Pricing the tender offer

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

7.2.10 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.

7.2.11 Alternative tender offers

7.2.11.1 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.

- 7.2.11.2 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.

7.2.12 Submitting a tender offer

- 7.2.12.1 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.
- 7.2.12.2 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.
- 7.2.12.3 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.
- 7.2.12.4 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.
- 7.2.12.5 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.
- 7.2.12.6 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.
- 7.2.12.7 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.
- 7.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.
- 7.2.12.9 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.
- 7.2.12.10 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.

- 7.2.12.11 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.

7.2.13 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.

7.2.14 Closing time

- 7.2.14.1 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.
- 7.2.14.2 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.
- 7.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

7.2.15 Tender offer validity and withdrawal of tenders

- 7.2.15.1 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.
- 7.2.15.2 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.
- 7.2.15.3 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.

7.2.16 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.

7.2.17 Provide other material

- 7.2.17.1 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.

7.2.17.2 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.

7.2.17.3 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.

7.2.18 Samples, Inspections, tests and analysis

7.2.19 Certificates

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

7.2.19.1 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 amended property sector code applies to the South African property sector, and in particular to all enterprises engaged in property ownership or the provision of property services, and includes without limitation, practitioners and enterprises engaging in property development. It does not include any property enterprise outside the borders of Republic of South Africa.

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).

7.2.19.2 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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

7.2.19.3 Proof of full accreditation from the Social Housing Regulatory Authority (SHRA) if tendering as a Social Housing Institute (SHI) and/or where the Tenderer is an Other Delivery Agent (ODA) to provide evidence of management of at least 450 rental units and should be able to meet the SHRA Requirements in terms of the 'SHRA Quick Scan A' Assessment Tool.

7.2.20 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.

7.2.21 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.

7.3 THE CCT'S UNDERTAKINGS

7.3.1 Respond to requests from the tenderer

- 7.3.1.1 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.
- 7.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

7.3.2 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.

7.3.3 Opening of tender submissions

- 7.3.3.1 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.
- 7.3.3.2 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.
- 7.3.3.3 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>).
- 7.3.3.4 **Make available the pricing schedules upon written request.**

7.3.4 Two-envelope system

- 7.3.4.1 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.
- 7.3.4.2 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.

7.3.5 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.

7.3.6 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.

7.3.7 Test for responsiveness

- 7.3.7.1 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.
- d) submitted all the documents and complies with all the Tender requirements and those specified under Minimum score for functionality.**

7.3.7.2 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,

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.

7.3.8 Arithmetical errors, omissions and discrepancies

7.3.8.1 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.

7.3.8.2 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.

7.3.8.3 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.

7.3.9 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.

7.3.10 Evaluation of tender offers

7.3.10.1 General

- a) 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.
- b) For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:
 - a. If the selected method is based on market valuation, comparative prices would be as tendered on the closing date.

7.3.10.2 Decimal places

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

7.3.10.3 Scoring of tenders (price and preference)

- 7.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 4)**.
- 7.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.
- 7.3.10.3.3 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.

7.3.10.4 Applicable formula: Scoring price and preference

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:

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

Where:

Ps	=	Points scored for price of bid under consideration;
Pt	=	Price of bid under consideration;
P _{max}	=	Price of highest acceptable bid .

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 B-BBEE Status 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 B-BBEE Status 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;
 N_P 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.]

7.3.10.5 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.
 - i. ***All responsive tender offers are subject to a risk assessment in terms of evaluation and validation of the information provided by the tenderer. The CCT reserves the right to request, in writing or by interview, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. This may include inspections by the CCT of the office premises of the tenderer. Tender offers which present an unacceptably high risk to the CCT will be rejected.***

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.

7.3.11 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.

7.3.12 Acceptance of tender offer

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

- 7.3.12.1 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.
- 7.3.12.2 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.
- 7.3.12.3 Accept the tender offer(s), only if in the opinion of the CCT, the tenderer(s):
 - b. can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
 - c. does not pose any material risk to the CCT,
 - d. is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

7.3.13 Prepare contract documents

- 7.3.13.1 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.

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

7.3.14 Notice to successful and unsuccessful tenderers

- 7.3.14.1 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
- 7.3.14.2 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.

7.3.15 Provide written reasons for actions taken

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
 - 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract. Where this document indicates SCC it will be regarded to be indicative **Section 6 of this document, for Conditions of Sale**
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or

imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

Z. Data Protection

Z.1.1 The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "**POPIA**"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers.

Z.1.2 The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;

- Z.1.3 The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.
- Z.1.4 The Contractor agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.
- Z.1.5 The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.
- Z.1.6 The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub-contractors.
- Z.1.7 In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:
- Z.1.7.1 only Process Personal Information on behalf of the **Employer** if (i) the processing of such information is within the knowledge or authorisation of the **Employer**, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;
 - Z.1.7.2 put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;
 - Z.1.7.3 do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;
 - Z.1.7.4 notify the **Employer** immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;
 - Z.1.7.5 at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the **Employer's** Privacy Notice;
 - Z.1.7.6 give the **Employer** reasonable access to its premises, systems and processes to enable the **Employer** to inspect same and conduct a data protection compliance audit thereof from time to time on receipt of request from the **Employer** and undertakes to give its full co-operation in this regard;
 - Z.1.7.7 upgrade, adapt and/or change its systems and processes upon request from the **Employer** from time to time, to meet the security standards reasonably required by the **Employer** as the Responsible Party in terms of POPIA.
- Z.1.8 The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- Z.1.9 The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

(9) SUPPORTING SCHEDULES

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference 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 The the 80/20 preference point system will be applicable to this tender.

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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;

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

2.2 POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

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

3. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 3.1 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

4. BID DECLARATION

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

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

- 5.1 B-BBEE Status Level of Contributor: . =(maximum of 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

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6.1.1 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		NO	
-----	--	----	--

- 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 least 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		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

7.9 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

For official use.

**SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING**

1.	2.	3.
-----------	-----------	-----------

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

1. No bid will be accepted from persons in the service of the state¹.
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, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.13.1 If yes, furnish particulars
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 - 3.14.1 If yes, furnish particulars
 - 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of

this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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?	Yes ☐	No ☐

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
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

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

- 8.1** The purchase price will be subject to escalation at a rate of 8% per annum compounded annually, on a pro-rata basis, commencing six months after the date of valuation until date of transfer/paid in full;
- 8.2** The Purchase Price will be subject to review in the event that the property has not been transferred within 18 months from the date of valuation

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

Date

Schedule 9: Occupational Health and Safety Agreement

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

..... ,
(Supplier/Mandatar/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

Mandatar

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 313F/2021/22: TENDER FOR THE SALE AND DEVELOPMENT OF IMMOVABLE PROPERTY, PAROW, CAPE TOWN in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 11: Local Content Declaration / Annexure C

“Not Used”

Schedule 12: Price Basis for Imported Resources

“Not Used”

Schedule 13: Schedule of Pre-Qualification Criteria Sub-Contractors

“Not Used”

Schedule 14: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	June 2021	Concept Massing Layouts
2.	June 2021	Landscape Contextual Analysis (incl. provisionally proposed)
3.	July 2021	Transport Impact Statement
4.	July 2021	Services Report
5.	February 2021	Geotech Study
6.	November 2020	Market Study
7.	October 2021	Concept Massing provisional feasibility
8.		SHRA CCG investment criteria checklist
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 15: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 16: Information to be provided with the tender

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

The tenderer has attached to this schedule, the following additional documentation:			
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)	Tick ✓
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Attach additional pages if more space is required.

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

 Date

SIGNED ON BEHALF OF TENDERER:

(10) CONTRACT DOCUMENTS

Annexure 1: Form of Guarantee / Performance Security

“Not Used”

Subject to the signing of the Sale/ Project Agreement.

Annexure 2: List of approved financial institutions

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

Annexure 3: Monthly Project Labour Report (Example)

“Not Used”

Annexure 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

“Not Used”

**Annexure 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure
Report (Pro Forma)**

“Not Used”

Annexure 6: Insurance Broker's Warranty (Pro Forma)

"Not Used"