



THEEWATERSKLOOF MUNICIPALITY

TENDER NO: TPM01/2024/25

CONTRACT NO.

TPM01/2024/25

**SALE OF A PORTION ERF 595, GREYTON FOR AN ENGLISH
MEDIUM HIGH SCHOOL**

APRIL 2024

ISSUED BY:
ACTING DIRECTOR: ECONOMIC DEVELOPMENT AND
PLANNING
THEEWATERSKLOOF MUNICIPALITY
P O BOX 24
CALEDON
7230

NAME OF TENDERER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
Bid Number:	TPM01/2024/25	Closing Date:	31 May 2024	Closing Time:	12:00
Description:	SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Bid Response Documents may be Deposited in the Bid Box NO. 1 situated at:					
MUNICIPAL HEAD OFFICE					
06 PLEIN STREET					
CALEDON					
7230					
BIDDER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. SIGNATURE OF BIDDER				2. DATE	
3. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Janine Joorst	
CONTACT PERSON	Annielle Martin		TELEPHONE NUMBER	028 214 3300	
TELEPHONE NUMBER	028 214 3300		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	028 212 1229		E-MAIL ADDRESS	janinebe@twk.gov.za	
E-MAIL ADDRESS	anniellema@twk.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.
2.3	Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za .
2.4	Foreign suppliers must complete the pre-award questionnaire in part b:3.
2.5	Bidders may also submit a printed tcs certificate together with the bid.
2.6	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number.
2.7	Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

THEEWATERSKLOOF MUNICIPALITY

CONTRACT No. TPM01/2024/25

SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL.

GENERAL TENDER INFORMATION

TENDER ADVERTISED:	Friday 26 April 2024
CLOSING DATE:	Friday 31 May 2024
CLOSING TIME:	12h00
CLOSING VENUE:	Theewaterskloof Municipality 6 Plein Street CALEDON 7230
TENDER BOX:	Tender Box No.1 , Located at the Entrance of Theewaterskloof Municipality. Theewaterskloof Municipality 6 Plein Street CALEDON 7230

Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

ITEM NO.	LIST OF RETURNABLE DOCUMENTS	PG. NO.
1	Tender Notice and Invitation to tender.	3
2	Section 1: Standard Conditions of Tender	6
3	Section 2A & 2B: General and Special Conditions of Tender	17 & 18
4	Section 3: Special Conditions of Contract	19
5	Section 4A & 4B: Pricing Instruction and Pricing Schedule	20 & 21
6	Section 5: Form of Offer and Acceptance	22
8	Section 6: List of Returnable Documents	26



Tender Notice and Invitation to Tender

THEEWATERSKLOOF MUNICIPALITY, Director: Economic Development and Planning invites tenders for Contract No.: **TPM01/2024/25 – SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL.**

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders. All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2022. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

A set of Tender Documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 06 Plein Street, Caledon from **Friday, 26 April 2024** during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R 500.00 (VAT Inclusive) is applicable.** It is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Hanro September at hanrose@twk.gov.za

All technical enquiries must be directed to the Directorate Economic Development and Planning to:

Mrs Janine Joorst
Theewaterskloof Municipality,
Caledon
7230
E-mail: janinebe@twk.gov.za

The closing time for receipt of tenders is **12h00 on Friday 31 May 2024**, at the Theewaterskloof Municipality, Tender Box 1- at the main entrance, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Tenders, completed in full, must be submitted in tender box no. 1 which is located at the entrance to the municipality head office of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the highest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

WSE SOLOMONS-JOHANNES
Municipal Manager
Theewaterskloof Municipality
P O Box 24
6 Plein Street
Caledon
7230

Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data

1. General

1.1 Actions

The Seller is the Theewaterskloof Municipality, represented by the **Acting Director Economic Development and Planning**

1.2 Tender Documents

The tender documents issued by the Seller comprise:

This tender document (Tender No: **TPM01/2024/25**), in respect of contract: **SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL.**

The Tender

Tendering Procedures

Tender notice and invitation to tender

Tender data

The Contract

Specifications

Terms of Reference (TOR)

Pricing data

Pricing Schedule

Agreement and contract data

Form of offer and acceptance

Contract data

Returnable Documents

List of returnable document

Returnable schedules

Annexure B: Aerial Photo of a portion of Erf 595,Greyton

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender.

The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

Name: **Mrs Janine Joorst**

Postal address: Directorate: Economic Development and Planning
PO Box 24
Caledon
7230

E-mail: janinebe@twk.gov.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

SECTION 1: STANDARD CONDITIONS OF TENDER

1.1.1. General

The employer 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, timeously and with integrity, and behave equitably, honestly and transparently.

1.1.2. Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.1.3. Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

1.1.3.1. **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration;

1.1.3.2. **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

1.1.3.3. **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

1.1.3.4. **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.1.4. Communication between employer and tenderer

Each communication between the employer and a tenderer shall be to or from the employer's representative department and Supply chain department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.1.5. The employer's right to accept or reject any tender offer

The employer reserves the right to accept a tender in full, partially or not at all. The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.1.6. Tenderer's obligations

1.1.6.1. Eligibility

Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

1.1.6.2. Cost of tendering

Accept that the employer will not compensate the tenderer 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 satisfy requirements.

1.1.6.3. Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

1.1.6.4. Confidentiality and copyright of documents

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

1.1.6.5. 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.

1.1.6.6. Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

1.1.6.7. Clarification meeting

N/A

1.1.6.8. Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

1.1.6.9. Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

1.1.6.10. Pricing the tender offer

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 tender data.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

1.1.6.11. Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

1.1.7. Alternative tender offers

No alternative offers will be accepted.

1.1.8. Submitting a tender offer

Submit a tender offer to lease the land in terms of the contract data, unless stated otherwise in the tender data.

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data 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 employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

Accept that the employer will 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.

1.1.9. 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 employer as non-responsive.

1.1.10. Closing time

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

1.1.11. Tender offer validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

1.1.12. Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

1.1.13. Provide other material

Provide, on request by the employer, any other supporting documentation that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide supporting documentation, or a

satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

1.1.14. Inspections, tests and analysis

Provide access during working hours to the proposed land for inspections, tests and analysis as provided for in the tender data.

1.1.15. Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

1.1.16. Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

1.1.17. Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

2. Tenderer's obligations

2.1. Eligibility

Only those tenderers who satisfy the following criteria are eligible to submit tenders: **(This is a requirement on submission of bid).**

2.1.1. Tender Participation Fee

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 10**.

2.1.2. Offer Complies with the Reserve Price

In order to be considered for an award in terms of this tender, bidders must comply with the Reserve Price. (Section 4A)

2.2. Alternative tender offers

Alternative tenders will not be considered.

2.3. Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 8**. Tenderers submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, Schedule 8, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized 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.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender box no. 1 at the Main Entrance of Theewaterskloof Municipality

Physical address: Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

Identification details: Tender number: **TPM01/2024/25**

Title of tender: **SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL**

Name and address of tenderer:

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above-mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.

A two-envelope procedure will **not** be followed.

2.4. Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

2.5. Tender offer validity

The tender offer will be valid for 90 days

.

2.6. Clarification of tender offer after submission

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

2.7. Certificates

Tax Clearance Certificate

Tenderers shall complete **Schedule 1: Declaration of Good Standing Regarding Tax in Part Returnable Schedules**. Failure to properly complete **Schedule 1** in Returnable Schedules may prejudice the tender and it may be rejected for such reason.

Each party to a Consortium / Joint Venture shall complete **Schedule 1** separately.

3. The Employer's undertakings

3.1. Opening of tender submissions

The time and location for opening of the tender offers is immediately after the closing time:

Time: **12h00 on Friday, 31 May 2024**

Location: Council Chambers, Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230.

3.2. Test for responsiveness

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of bid document):

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the scope of work and specifications as advertised,
- The tenderer has failed to comply with the pricing instruction,
- The tenderer has failed to comply with the general and special conditions of contract, and
- The tenderer has failed to comply with Clause 1 of the additional General and Special conditions of the tender.

3.3. Test for administrative compliance

Tenders will be found non-compliant if, inter alia: (These documents may be requested)

- The tenderer has failed to complete and sign and attach requested information to all Schedules not excluded in responsiveness criteria;
- The tenderer has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise;
- The bidder has failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate may be requested; and
- The tenderer has failed to submit a certified valid B-BBEE certificate, QSE or EME affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified valid copy of the B-BBEE certificate, QSE or EME Affidavit may be requested.
- The tenderer has failed to submit proof of payment of tender participation fee. Proof of payment of tender participation fee may be requested.

3.4. Evaluation of tender offers

The tender will make provision that if the accepted first entity tender will not proceed for some or other reason, the tender will be awarded to the Second Highest Tenderer alternatively or other successful tender.

THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

Points awarded for B-BBEE Status Level of Contribution

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
BBBEE (10)	Level Points ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)
LOCALITY (10) (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 10 Overberg - 6 Western Cape – 4 Rest of South Africa - 0

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

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing of this tender.

3.5. Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- b) The tenderer has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 12**);

- c) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 6**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

3.6. SCM Related Appeals

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

3.7. Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

1. Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form Of Offer and Acceptance);
- b) if the tender is not completed in hand written non-erasable black ink;

- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.
- e) Tenderers must complete and sign all schedules. If the section/schedules is signed by the person authorised to sign the tender is, the municipality will interpret that the section/schedule is not signed.

2. Negotiations with preferred tenderers

The Employer 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; and
- b) is not to the detriment of any other tenderer.

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

3. General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy, the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;

In this regard, tenderers shall complete **Schedule 6**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

4. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- c) been convicted of fraud or corruption during the past five years;

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

SECTION 2 A

GENERAL AND SPECIAL CONDITIONS OF TENDER

1. That the reserve price will be 50% of the fair market value.
2. That the discount of 50% be regarded as Councils contribution towards child care facilities in terms of Schedule 4 Part B of the Constitution of South Africa, 1996.
3. That only registered non-profit school entities may tender.
4. That the property may not be sold to a third party but revert to Council if the school can no longer operate.
5. That the buyer is responsible for all costs involved in selling and obtaining the rights for development, which also includes an Environmental Authorisation, subdivision, rezoning and transfer of the property.
6. That the buyer submit the applications for environmental approval and planning approval for subdivision and rezoning within a period of 6 months after adjudication.
7. That transfer of the property takes place within 4 months after all statutory requirements are obtained.
8. That the construction of the school must commence within 2 years of the registration of the property into the name of the school.
9. That if the property is no longer utilized for school purposes, the property reverts to the Municipality.
10. That the buyer forwards information on progress with the development to Property Management on a monthly basis in order to keep the Municipality informed on progress.
11. The applicant will be responsible for all cost pertaining to the revert transfer of the property.

I HEREBY DECLARE THAT I COMPLY WITH ALL THE GENERAL AND SPECIAL CONDITIONS OF TENDER AS SET OUT ABOVE.

Signed

Date

Name

Position

Tenderer

SCHEDULE 2B: SPECIAL CONDITIONS OF TENDER

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

For the unskilled labour portion of this tender the Purchaser must employ 100% local labourers. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary compulsory document to Theewaterskloof Municipality to register.

Sub-contracting

If the Purchaser intends making use of sub-contractors during the execution of this contract, sub-contractors must be based in the Theewaterskloof Jurisdiction. The Onus is in the contractor to ensure that the selected sub-contractor is capable can perform the subcontracted work in terms of the contract. The Purchaser will only be allowed to appoint a sub-contractor based outside Theewaterskloof Local Municipal area upon submission of substantive evidence proving the contrary i.e. that no local subcontractor is capable of rendering the envisaged service. In support of this, the Purchaser must submit substantive evidence and relevant information with its tender proposal.

For the **materials portion** of this tender, i.e. **Cement, Sand and stone**, shall be sourced from local suppliers in the Theewaterskloof Area. When invoicing proof must be provided showing that the supplier was local (way bills etc.).

If the Purchaser will be hiring plant, machinery and equipment, it must be done locally.

The Purchaser must provide the Municipality with a schedule of all materials purchased with an indication of materials purchased from local suppliers.

This list must be updated and submitted together with the service providers progress report and invoice.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)

The Purchaser must provide the Municipality with a completed list of Local labourers used & Local Spending, with monthly claims.

The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details:

- a. Salary / wages spent on local employees versus total wages / salary budget at site.
- b. Number of local employees employed versus per total workforce at site.
- c. Amount spent on local suppliers versus budgeted.

Any amendments to the list require prior approval from the Municipality.

The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service provider's progress report and invoice.

Any changes in subcontractors requires prior approval from the Municipality.

I HEREBY DECLARE THAT I COMPLY WITH ALL THE GENERAL AND SPECIAL CONDITIONS OF TENDER AS SET OUT ABOVE.

Signed

Date

Name

Position

Tenderer

**SECTION 3
SPECIAL CONDITIONS OF CONTRACT**

OBJECTIVE

The Theewaterskloof municipality's objective with this bid process is to the **SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL.**

PROJECT BACKGROUND

1. This portion of Erf 595, Greyton is earmarked for the development and establishment of school purposes.
2. Through the sale of the property, it is anticipated that jobs must be created.
3. Transfer of skills must take place.

NB: Unless clearly indicated otherwise it will be accepted that the tenderer are in full agreement with the scope of works and specifications.

I HEREBY DECLARE THAT I ACCEPT THE SPECIAL CONDITIONS OF THE CONTRACT AS SET OUT ABOVE.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....	

**SECTION 4: A
PRICING INSTRUCTION**

Having examined the Tender Document for the **SALE OF A PORTION OF ERF 595, GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL**, we herewith make our bid offer for:

A Portion Erf 595, Greyton, approximately 2,0705 Ha in size.

- **The Tender offer must be equal or higher than the reserve price of R 841 658.25 (VAT exclusive).**
- The purchase price is for a once-off sale.

We understand you are not bound to accept the highest Bid or any Bid you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We certify that this is a *bona fide* Bid, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake not to do at any time before the hour and date specified for the return of this Tender any of the following acts:-

- Communicating to a person calling for those Tenders the approximate amount of the proposed Bid;
- Entering into any agreement or arrangement with any other person that he shall refrain from Bidding or as to the amount of any Bid to be submitted; and
- Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other Bid any act or thing of the sort described above.

In this certificate, the word "person" include any persons and anybody or association, corporate or unincorporated; and " any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

**SECTION 4: B
PRICING SCHEDULE**

Erf No	Extent in Hectares	Reserve Price (VAT excluding)	Zoning	Financial offer in Rands (VAT Incl.)
A portion of Erf 595, Greyton	2.0705	R 841 658.25	Undetermined Zone	R

I HEREBY DECLARE THAT I ACCEPT THE PRICING INSTRUCTION AND SCHEDULE AS SET OUT ABOVE.

Signed Date

Name Position

Tenderer

**SECTION 5:
FORM OF OFFER AND ACCEPTANCE**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract of Sale of:

CONTRACT NO: TPM01/2024/25

SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS:

Rand.

..... **(in words);**

R **(in figures)**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

.....

Acceptance

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

The terms of the contract, are contained in:

- Section 2: General and Special conditions of Tender.
- Section 3: Special conditions of Contract
- Section 4: Pricing Instruction and Pricing Schedule
- Section 5: Form of Offer and Acceptance
- Section 6: Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Lessee) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the

Employer THEEWATERSKLOOF MUNICIPALITY
DIRECTORATE: ECONOMIC DEVELOPMENT AND PLANNING SERVICES
6 PLEIN STREET
CALEDON
7230

Name and

signature

of witness

Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer 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.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness Date

**SECTION 6:
LIST OF RETURNABLE DOCUMENTS**

	DESCRIPTION	PG. NO.
SCHEDULE 1:	Tax Clearance certificate requirements (MBD 2)	27
SCHEDULE 2:	Declaration of Interest (MBD 4)	29
SCHEDULE 3	Preference points claim form in terms of the Preferential Procurement Reg. 2017 (MBD 6.1)	33
SCHEDULE 4:	Declaration of Bidders past Supply Chain Management Practices (MBD 8)	37
SCHEDULE 5:	Certificate of Independent Bid Determination (MBD 9)	39
SCHEDULE 6:	Compulsory Enterprise Questionnaire	42
SCHEDULE 7:	Address Schedule	44
SCHEDULE 8:	Record of Addenda	45
SCHEDULE 9:	Signatory of Authority	46
SCHEDULE 10:	Tender Participation Fee	49
SCHEDULE 11:	B-BBEE Proof	50
SCHEDULE 12:	Municipal Account / Lease Agreement	51
ANNEXURE A	Location Map of Erf 595 Greyton	52
ANNEXURE B	Aerial Photo	53
ANNEXURE C	Title Deed of Erf 595, Greyton	54

**SCHEDULE 1:
MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

- a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
- b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

**SCHEDULE 2:
MBD 4 – DECLARATION OF INTEREST**

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 bidder 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 bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company 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.

.....

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) a 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

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 bidder 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:

.....
.....

**SCHEDULE 3:
MBD 6.1 – – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer and proof thereof attached)
BBBEE (10)	LEVEL POINTS ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)	
LOCALITY (10) (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 10 OVERBERG - 6 WESTERN CAPE – 4 REST OF SOUTH AFRICA - 0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

**SCHEDULE 4:
MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper 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).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors 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)? 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors 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 <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**SCHEDULE 5:
MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NO: TPM01/2024/25

SALE OF A PORTION OF ERF 595 GREYTON FOR AN ENGLISH MEDIUM HIGH SCHOOL

in response to the invitation for the bid made by:

THEEWATERSKLOOF MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ **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.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE 6:
COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or |
|---|--|

- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 7:
ADDRESS SCHEDULE**

WORK ADDRESS	BUILDING	
	STREET	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	
	TELEPHONE	
	FAX	
	CELL	
	E-MAIL	
POSTAL ADDRESS	POST BOX	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 8:
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 9:
SIGNATORY OF AUTHORITY**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20_____,

Mr/Mr _____ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf

of _____ (Name of Company) in

his/her capacity as _____

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____ the undersigned, hereby

Confirm that I am the sole owner of the business trading as _____

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

C. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well

as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of _____(name of firm)

The following particulars in respect of every partner must be furnished and signed by every partner:

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on _____ 20_____ at _____

_____ Mr/Ms , _____ whose

signature appears below, has been authorized to sign all documents in connection with this bid on

behalf of(Name of Close Corporation)_____

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

**SCHEDULE 10:
PROOF OF PAYMENT OF TENDER PARTICIPATION FEE**

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 11:
B-BBEE PROOF**

The tenderer must attach to this page proof of **their B-BBEE** level of contribution.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 12:
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer should attach to this page a copy of their latest municipal account / a valid lease agreement.

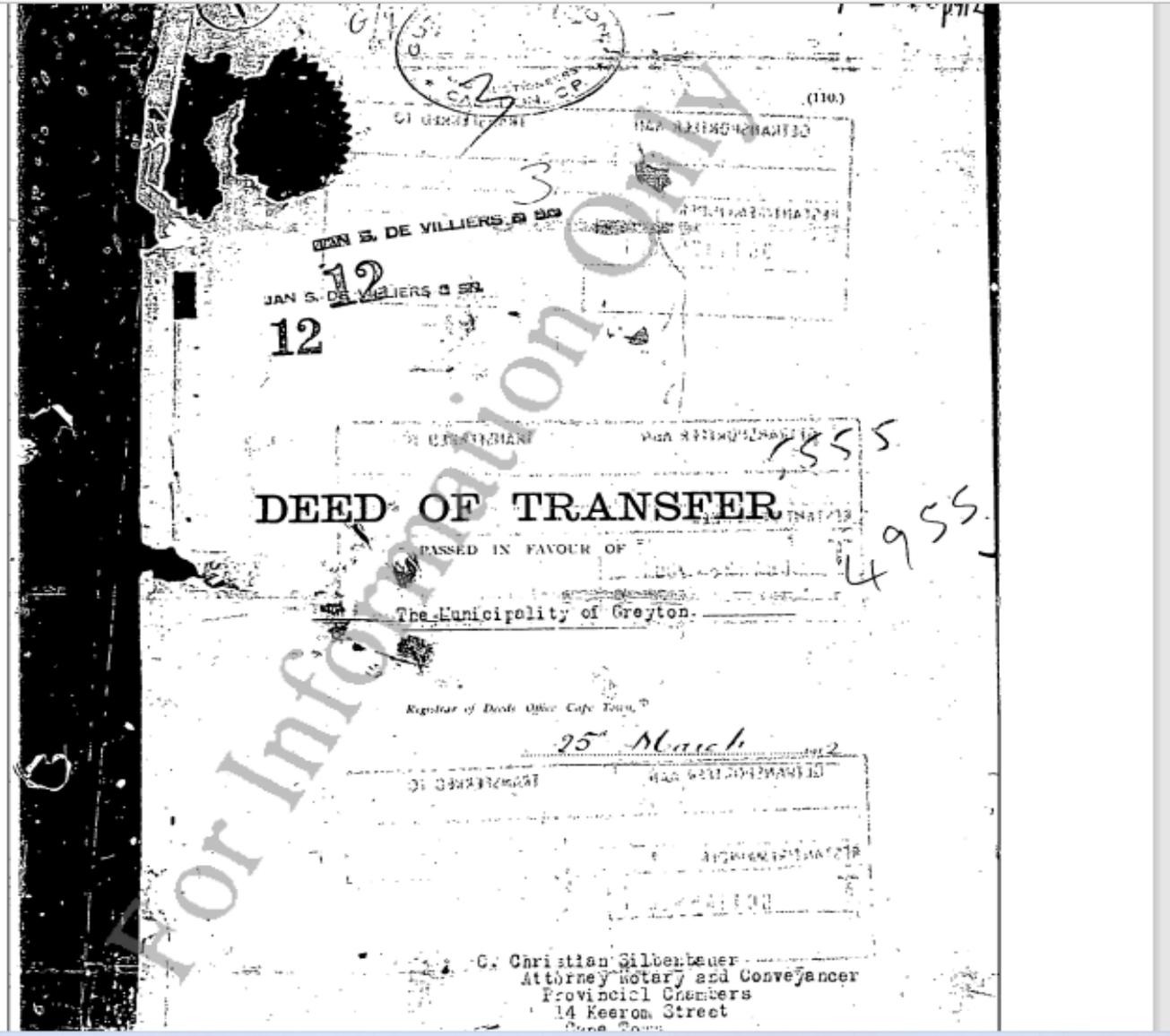
SIGNED ON BEHALF OF TENDERER:

**ANNEXURE B
AERIAL PHOTO OF PORTION OF ERF 595 GREYTON**



SIGNED ON BEHALF OF TENDERER:

ANNEXURE C
TITLE DEED OF PORTION OF ERF 595 GREYTON



SIGNED ON BEHALF OF TENDERER:

-14-15

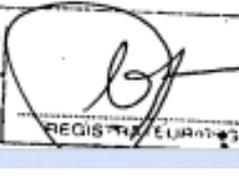
Ef 1393 MEAS: 580 m²

GETRANSPORTEER AAN H.C. LAWRENCE	TRANSFERRED TO
RESTANT/REMAINDER	
T 001137 * 2001	
2001-01-09 2001-01-33	
REGISTRATEUR/REGISTRAR	

Ef 1394 MEAS: 658 m²

GETRANSPORTEER AAN J.S.V.R. NASH	TRANSFERRED TO
RESTANT/REMAINDER	
T 001138 * 2001	
2001-01-09	
REGISTRATEUR/REGISTRAR	

Ef 1246 MEAS: 742 m²

GETRANSPORTEER AAN J.D. MADDEN	TRANSFERRED TO
RESTANT/REMAINDER	
T 001145 * 2001	
2001-01-09	
REGISTRATEUR/REGISTRAR	

Ef 1393 MEAS: 580 m²

GETRANSPORTEER AAN H.C. LAWRENCE	TRANSFERRED TO
RESTANT/REMAINDER	
T 001137 * 2001 ①	
2001-01-09 2001-01-09		REGISTRATEUR/REGISTRAR

Ef 1394 MEAS: 658 m²

GETRANSPORTEER AAN J.S.V.R. NASH	TRANSFERRED TO
RESTANT/REMAINDER	
T 001138 * 2001 ③	
2001-01-09		REGISTRATEUR/REGISTRAR

Ef 1246 MEAS: 742 m²

GETRANSPORTEER AAN J.D. MADDEN	TRANSFERRED TO
RESTANT/REMAINDER	
T 001145 * 2009 ②	
2001-01-09		REGISTRATEUR/REGISTRAR



DEED OF TRANSFER

BY VIRTUE OF A POWER OF ATTORNEY

Drawn by
John G. ...
Solicitor

Know all Men whom it may concern

THAT Conrad Christian Siller appeared before me, Registrar of Deeds, he, the said Approver, being duly authorised thereto by a Power of Attorney, granted to him by

Willem Hendrik Krötenfelder Klein and Herbert Vigne Junior in their capacity as the Surviving Executors Testamentary in the Estate of the late Herbert Vigne Senior

dated the nineteenth day of September 1910 and duly up at Caledon in the presence of, and certified by competent Witnesses, which Power of Attorney was exhibited to me on this day, and the said Approver declared that his said instrument, the said

late Herbert Vigne had set apart the remainder of the farm Losjesmans Kloof as Town Common attached to the Village of Greyton for the use of the proprietors of the arven in terms of the Conditions of Sale upon which the Lots comprising the Village were sold by the said late Herbert Vigne on the 27th and 28th days of December 1854 of which a copy of extract is herewith annexed, the intention of the said effect thereto.

and that he, the said Approver, in his capacity as Attorney

The Municipality of Greyton

Its Chairman, Administrator, or Agent, Certain piece of perpetual (now redeemed) quitrent land called Mettevreden alias Bosjes rooskloof, situate in the Division of Caledon.

Measuring One thousand Seven Hundred and Eighteen (1718) hundred Two Hundred and Twenty Two (222) square roods and One

Hundred and Forty Eight (138.3369) square feet inclusive of the Market piece and Streets as shown on the General Plan of the Village of Greyton

FOR INFORMATION

- 16

Erf 1424 = 1905m²

GETRANSPOORTEER AAN	TRANSFERRED TO
Bunkerhill Investments	
371 Pty Ltd	
RESTANT/REMAINDER	
T 000090273/2000	
000003010-2000	REGISTRAR

II

Erf 1425 = 1273m²

GETRANSPOORTEER AAN	TRANSFERRED TO
Bunkerhill Investments	
371 Pty Ltd	
RESTANT/REMAINDER	
T 000090273/2000	
000003010-2000	REGISTRAR

III

SERTIFIKAT VAN GEREISTREERDE TITEL UITGEREIK	
CERTIFICATE OF REGISTERED TITLE ISSUED	
TEN OPSIGTE VAN IN RESPECT OF	Erf 1413 Greyton
1,8163ha.	RESTANT REMAINDER
T 000090263/2000	
000003010-2000	REGISTRAR

I

2/

all exclusive on the Plan of the Village framed by the Surveyor shall be entitled to the use of the water arising from Neeuwkloof and Bosjesmanakloof for irrigation in fair and equal proportions according to the extent of each; and as the supply must here as elsewhere vary with the seasons and from natural causes the Seller was not in any way to be held responsible for the same.

True Extract

(Sgd:) William Smith.

Conveyancer.

I hereby certify that the foregoing is a true copy of the Extract of Conditions of Sale attached to the Deed of Transfer passed in favour of HENDRIK BARENDI on 22nd. January 1856 (No. 232 Vol. 3 - 1856).

Conveyancer.

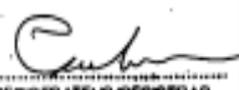
DEPARTMENT OF LAND AND SURVEY	DEPARTMENT OF LAND AND SURVEY
DEPARTMENT OF LAND AND SURVEY	DEPARTMENT OF LAND AND SURVEY
DEPARTMENT OF LAND AND SURVEY	DEPARTMENT OF LAND AND SURVEY
DEPARTMENT OF LAND AND SURVEY	DEPARTMENT OF LAND AND SURVEY

16/17
VIR ENDOSSEMENTS KYK BLADSY
FOR ENDOWMENTS SEE PAGE 17

ERF 1438 = 5,5402 HA.

GETRANSPORTEER AAN P.F. SPRONK		TRANSFERRED TO P.F. SPRONK	
INTERACTIVE TRADING (601 (Pty) LTD)		INTERACTIVE TRADING (601 (Pty) LTD)	
RESTANT/REMAINDER		RESTANT/REMAINDER	
T 000121966/2003		 REGISTRATEUR/REGISTRAR	
24 DEC 2003			

Prok 136/1995 (WK)

ARTIKEL 16 VAN WET 47 VAN 1937	SECTION 16 OF ACT 47 OF 1937
GETRANSPORTEER AAN	TRANSFERRED TO
DE REPUBLIEK VAN SUID-AFRIKA	THE REPUBLIC OF SOUTH AFRICA
MUNISIPALITEIT	VAN THEEWATERSRLOOF
T 000121965/2003	 REGISTRATEUR/REGISTRAR
24 DEC 2003	

ERF 1440 = 2,7590 ha

GETRANSPORTEER AAN		TRANSFERRED TO	
BRIDGEFORT NO 48 (PTY) LTD		BRIDGEFORT NO 48 (PTY) LTD	
RESTANT/REMAINDER		RESTANT/REMAINDER	
T 000160548/2005		 REGISTRATEUR/REGISTRAR	
01 AUG 2005			

T 0319/1912

(18)

1395 Meas: 322 m²

GETRANSPORTEER AAN P.L. Cohen	TRANSFERRED TO P.L. Cohen
RESTANT/REMAINDER J.A. Cohen	
T 000101003/2005	<i>[Signature]</i>
12 DEC 2005	REGISTRATEUR/REGISTRAR

2

CERTIFICATE OF CONSOLIDATED TITLE ISSUED	
NOT KNOWN AS	
NOW KNOWN AS	
MEAS	
T	<i>[Signature]</i>
	REGISTRATEUR/REGISTRAR

GETRANSPORTEER AAN	TRANSFERRED TO
RESTANT/REMAINDER	
T	<i>[Signature]</i>
	REGISTRATEUR/REGISTRAR

T 0319/1912

(18)

1395 Meas: 322 m²

GETRANSPORTEER AAN P.L. Cohen	TRANSFERRED TO P.L. Cohen
J.A. Cohen	
RESTANT/REMAINDER	
T 000101003/2005	
12 DEC 2005	REGISTRATEUR/REGISTRAR

2

CERTIFICATE OF CONSOLIDATED TITLE ISSUED	
NOW KNOWN AS	
NOW KNOWN AS	
MEE	
T	REGISTRATEUR/REGISTRAR

GETRANSPORTEER AAN	TRANSFERRED TO
RESTANT/REMAINDER	
T	REGISTRATEUR/REGISTRAR

T

19

SERTIFIKAAT VAN GEREESTREERDE TITEL UITGEREK CERTIFICATE OF REGISTERED TITLE ISSUED	
TEN OPSIGTE VAN Erf-1631 Greyton	444 R.A. BIERENSWAALD
IN RESPECT OF Meas. 603 SQM	RESTANT REMAINDER
T 000079422 (2007)	REGISTRAR/REGISTRAR
2007-10-03	

By Deed of Transfer NO T000079423/2007

the Remainder of ~~with in mentioned~~ ^{Property} ~~to~~ ^{US} entitled ~~subject~~ ^{entitled} to a servitude of Drainage ~~Flux~~ ^{Flux}

2 metres wide, the south Eastern border of which servitude ~~is~~ ^{is} indicated by the line

BC on diagram SG NO. 4173/2006 over

Erf 1631 Greyton Meas. 603 SQM, held by the aforementioned Deed of Transfer

As will more fully appear from said Deed of transfer

Deeds office
Cape Town

2007-10-03


Registrar of Deeds

Extending as the Quitrent Lease with a Diagram thereto annexed made in favour of J. M. Stewart on the 5th day of February 1839 and subsequent Deeds of Transfer the last of which made in favour of the said late Herbert Vigne on the 1st day of August 1879 will more fully point out: And further subject to such Conditions as are therein mentioned or referred to. And to the Special Conditions set forth and referred to in the Conditions of Sale upon which the lots comprising the said Village of Greyton were sold on the 27th and 28th days of December 1854, of which a copy of extract is hereto annexed marked "a".

I, Herbert Vigne, do hereby, renouncing all the Right and Title his Constituent heretofore had to the Premises, on behalf as aforesaid, did, in consequence, also acknowledge the said

Estate of the late Herbert Vigne Senior

to be his sole and lawful Representative of, and disintitling to the same; and that, by virtue of these Presents

The Municipality of Greyton

do hereby, renouncing all the Right and Title his Constituent heretofore had to the Premises, on behalf as aforesaid, did, in consequence, also acknowledge the said Estate of the late Herbert Vigne Senior to be his sole and lawful Representative of, and disintitling to the same; and that, by virtue of these Presents

In Witness whereof, I, the said Registrar, together with the Approvers, a.s., have subscribed to these Presents, and have caused the Seal of Office to be affixed thereto.

Thus done and executed, at the Office of the Registrar of Deeds in Cape of Good Hope, on the 11th day of the Month of July in the Year of our Lord one Thousand Nine Hundred and Twelve.

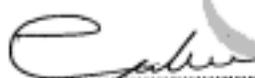
Herbert Vigne

In my presence,

REGISTERED
CANCELLED
1912

pg - 2

ERF. 1324 meel. 1088.m2

GETRANSPORTEER AAN		TRANSFERRED TO	
H. A. PENNY TRUST			
IT 1821/2006			
RESTANT/REMAINDER			
T	48968	08	 REGISTRATEUR/REGISTRAR
	4/8/08		

For Information Only

3

18/9/64

18/9/64
18/9/64

18/9/64

18/9/64

18/9/64

lewaude T 3/91

Certificate of Registered Title No. 71568 based in terms of
 ertifikaat van Geregisterde Titel No. 71568 volgens artikel 37 van die Wet No. 93 van 1994 in respect of the
 Sect. 3 Act No. 47/37 "an opsigte van..."
 Art. 888 Greyton
 Area: 7435 m²

Remainder
 Restant: *(Signature)*

DEEDS OFFICE
 ANTEKANTOOR
 CAPE TOWN/KAAPSTAD
 14 11 91 REGISTRAR

ERF 880 = 5625 m²

ORDERED BY: REPUBLIC OF SOUTH AFRICA
 REGISTRAR GENERAL

TRANSFER No. T 2508/92
 17 01 92

Remainder: *(Signature)*

T 2508/92

The portion of the transfer No. T 2508/92
 As shown on transfer heads of order No. ERF 880
 of area 5625 m²
 to REPUBLIC OF SOUTH AFRICA
 1992/02/17

20 05 94
(Signature)
 Registrar

Deeds Office,
 Antekantoor,
 Cape Town,
 Kaapstad.

1992-01-17

VIR BRONSGEMENTE ENK BLADSY
 OOR ENDORSEMENTS SEE PAGE 17

T-2019/1912

6

ERF 1072

Mead 5,4992 ha.

GETRANSPORTEER AAN	TRANSFERRED TO
D. H. GERSTNER	
BESTAAT/TERMINER	
T	28576,95
	-24 04,95

[Signature]

Restant.

KRIGTENS TRANSPORTAKTE T-28576,95 IS DIE RESTANT VAN DIE BINNEREGRIDE EIGENDOM ONDERHEWIG AAN 'N WATERPIPLYN EN TOEGANG SERWITOUT 10 METER WYD, DIE OORTEKURKE GRENS WAARVAN VOORGESTEL WORDS MET DIE LYN HJ OP KAART NO 8757/14 TEN GUNSTE VAN!

ERF 1072 GREYTON

GREOT: 5,4992 ha.

Soos meer volledig sal blyk uit gesegde Transportakte.

24 04,95

Akte kantone
KARAFSTAD

[Signature]
REGISTRAR VAN AKTES

verdee ed. bl.-8-

EF 1920 mees. A. 07161 ha

GETRANSPORTEER AAN C. E. B. A. C. Welke		TRANSFERRED TO	
RESTANT/REMAINDER			
T 40628.97		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	
07.05.97			

Art. 14(4) (w.c.)

ARTIKEL 14 VAN WET 47 VAN 1997 GETRANSPORTEER AAN		SECTION 14 OF ACT 47 OF 1997 TRANSFERRED TO	
DIE REPUBLIEK VAN SUID-AFRIKA		THE REPUBLIC OF SOUTH AFRICA	
Mun. Greyton		Mun. Greyton	
T 40627.97		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	
1997-05-07			

S. 63(1)

SERTIFIKAAT VAN GEREGISTREERDE TITEL UITGEREIK CERTIFICATE OF REGISTERED TITLE ISSUED	
TEN OPSIGTE VAN IN RESPECT OF EF 1920 mees. 1,7166 ha	
RESTANT REMAINDER	
T 40629.97	
1997-05-07	
<i>[Signature]</i> REGISTRATEUR/REGISTRAR	

VIR TOEGEFTE TITEL SIEK PAGESY
FOR UNREGISTERED TITLE SEE PAGE 9

4

FOR ENDORSING NEW BLANKS
FOR ENDORSING NEW BLANKS

SEKUTUPAN TANAH DAN BUKTI HAK MILIK
CERTIFICATE OF REGISTERED TITLE ISSUED

TANAH DAPAT DIBUKTI HAK MILIK
IN RESPECT OF Lot 1154 luas 7005m²

NO. SURAT
105731/97

TANGGAL
3 11 97

DIKEMUKAKAN OLEH
[Signature]

DIKEMUKAKAN OLEH
[Signature]

SEKUTUPAN TANAH DAN BUKTI HAK MILIK
CERTIFICATE OF REGISTERED TITLE ISSUED

TANAH DAPAT DIBUKTI HAK MILIK
IN RESPECT OF Lot 1032 luas 1,0321 HA

NO. SURAT
105732/97

TANGGAL
3 11 97

DIKEMUKAKAN OLEH
[Signature]

DIKEMUKAKAN OLEH
[Signature]

SEKUTUPAN TANAH DAN BUKTI HAK MILIK
CERTIFICATE OF REGISTERED TITLE ISSUED

TANAH DAPAT DIBUKTI HAK MILIK
IN RESPECT OF Lot 1179 luas 650m²

NO. SURAT
105762/97

TANGGAL
3 11 97

DIKEMUKAKAN OLEH
[Signature]

DIKEMUKAKAN OLEH
[Signature]

SEKUTUPAN TANAH DAN BUKTI HAK MILIK
CERTIFICATE OF REGISTERED TITLE ISSUED

TANAH DAPAT DIBUKTI HAK MILIK
IN RESPECT OF

NO. SURAT

TANGGAL

DIKEMUKAKAN OLEH

DIKEMUKAKAN OLEH

Not received

FOR INFORMATION ONLY

BERTIJKAT VAN GERECHTVERDE TITEL VAN 'N
 CERTIFICATE OF REGISTERED TITLE DEED
 TEN OPZICHT VAN ERF 1325 = 2444 m²
 IN RESPECT OF ERF 1325 = 2444 m²
 REGISTERED PERIOD
 T 35386 199
 10 05 99
 REGISTERED PERIOD

Nu verder aangehouden kan
 For further instructions etc... 11...

BERTIJKAT VAN GERECHTVERDE TITEL VAN 'N
 CERTIFICATE OF REGISTERED TITLE DEED
 TEN OPZICHT VAN ERF 1326 = 2430 m²
 IN RESPECT OF ERF 1326 = 2430 m²
 REGISTERED PERIOD
 T 35387 199
 10 05 99
 REGISTERED PERIOD

BERTIJKAT VAN GERECHTVERDE TITEL VAN 'N
 CERTIFICATE OF REGISTERED TITLE DEED
 TEN OPZICHT VAN ERF 1327 = 1377 m² HA
 IN RESPECT OF ERF 1327 = 1377 m² HA
 REGISTERED PERIOD
 T 35388 199
 10 05 99
 REGISTERED PERIOD

ERF 1245 GROOT 1585 m²
 UNREGISTERED AND TRANSFERRED TO
 J. N. SHIRLINDO
 AND ONE OTHER
 T 97016 99
 03 12 99

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11 T 2019/1992

REF 1223 GREAT 2445 m²

GETRANSPORTER AN	TRANSFERRED TO
RA CHASE	
AND ONE OTHER	
RECHANGEMENTS	
T 97018 99	<i>Culman</i>
	AGENCIJA ZA NEKRETNOST

03 12 99

REF 1222 GREAT 2445 m²

GETRANSPORTER AN	TRANSFERRED TO
S. A. HANION	
RECHANGEMENTS	
T 97019 99	<i>Culman</i>
	AGENCIJA ZA NEKRETNOST

03 12 99

REF 1224 GREAT 2445 m²

GETRANSPORTER AN	TRANSFERRED TO
M. E. LAUBSCHEK	
RECHANGEMENTS	
T 97020 99	<i>Culman</i>
	AGENCIJA ZA NEKRETNOST

03 12 99

REF 1222 GREAT 2445 m²

GETRANSPORTER AN	TRANSFERRED TO
J. S. VAN ARDT MUNRO	
AND ONE OTHER	
RECHANGEMENTS	
T 97021 99	<i>Culman</i>
	AGENCIJA ZA NEKRETNOST

03 12 99

VA PROJEKTOVA KNYE NARBY
VA PROJEKTOVA KNYE NARBY

12

11 99

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12

12019/1912

ERE 1247 MWS 71244

GETRANSFERRETER NAM	TRANSFERRED TO
<i>L.A. Raine</i>	
RESTANTREGISTRER	
T 6678	2000
200 04 - 28	

13

Ed 1248 = 685 m

GETRANSFERRETER NAM	TRANSFERRED TO
<i>R. A. M... ..</i>	
RESTANTREGISTRER	
T 25650	2000
200 04 - 4	

Ed 1248 = 800 m

GETRANSFERRETER NAM	TRANSFERRED TO
<i>C. P. Danell</i>	
RESTANTREGISTRER	
T 25652	2000
200 04 - 4	

ANNEXURE 'A'

Extract from Conditions of Sale of Arven in the projected Village of Greytown situated on the Estate Bultvredes in the Division of Caledon held on the 27th. and 28th. days of December 1854.

1. The Seller shall have the right and restrict himself to sell or otherwise dispose of lots of ground or arven in the said Village in such manner and at such times as he shall deem fit up to the extent of morgen, according to the plan produced at the sale, exclusive of 10 morgen, situated in the Bultvredes on the opposite side of the River Sonder End near the cottage and so near, streets and squares included, to form the constituted Village of Greytown as laid down, shown and specified on the plan thereof, constructed by the said Surveyor Dr. G. B. B. and every erf marked in the said plan whether now sold or reserved shall be entitled equally to the rights conceded to the arven generally; the water, or right to the water for irrigation, excepted, which shall be a specific concession.

2. To the said extent of morgen, as heretofore mentioned or set apart to form and constitute the said Village, the Seller attaches and cedes as Free Commonage, the remainder of the land of his Estate Bultvredes which Estate is in its whole extent 10000 morgen or 10000 acres, as will be shown in the original plan thereof dated 25th. February 1853 which shall remain forever indelibly appertained as Free Commonage, exclusively, subject to the hereinafter mentioned stipulations and restrictions.

3. The pastorage on the said Town Commonage shall be appropriated exclusively for the use of the proprietors of arrens, and the occupants of arrens under the authority of the proprietors, and to the use of bona-fide travellers to and from the Village, subject to the hereinafter named regulations and restrictions.

4. All the inhabitants in the Village shall, for salubrious and other domestic purposes, have free access to the water of the Village, along its course from where it enters the Village towards the South West extremity of the Town Common; without trespass on private property however; and subject to the Municipal or Village regulations, and only the Erven, Block A, being the present residence of the Seller.

Block B numbers 1 to 24

Block C numbers 1 to 22

Block D numbers 1 to 24

Block E numbers 11 to 18

Block F numbers 10 to 25

Block G numbers 1 to 6

Block H numbers 1 to 3

Block I numbers 1 to 9

Block J numbers 1 to 4

Block K numbers 1 to 10

Block L numbers 1 to 30

Block M numbers 1 to 30

Block N numbers 1 to 30

Block O numbers 1 to 30

Block P numbers 1 to 30

Block Q numbers 1 to 30

Block R numbers 12 to 18

Block S numbers 1 to 9

all

-13-

VA 4777 2000

... issued a true copy of the duplicate original
 to serve in this Registry, issued to serve in
 place of the original thereof under the provisions
 of Deeds Registry Regulation No. 68.
 Deeds Registry/Registrieslot and/or
 Code Town/Plaatsnaam

000003010-2000

BETAAL
 To name
PAID

14

Erft 1393 = 290m²

GETRASPONNEN AAN	TRANSFERRED TO
H. C. Lawrence	
RESTANT/REMAINDER	
T	

Erft 1394 = 337m²

GETRASPONNEN AAN	TRANSFERRED TO
J. S. V. R. Nash	
RESTANT/REMAINDER	
T	

Erft 1246 = 74.8m

GETRASPONNEN AAN	TRANSFERRED TO
J. B. Madden	
RESTANT/REMAINDER	
T	

THE VENTURE EMPLOYMENT ACT
 FOR FURTHER INFORMATION SEE

ERF 1320 meas: 189 m²

GETRANSPORTEER AAN	TRANSFERRED TO
M. E + D. G. ALDER	
RESTANT/REMANDEER	
T 43112/08	
25 JUN 2008	
REGISTRATEUR/REGISTRAR	

ERF 1326 = 1530 m²

GETRANSPORTEER AAN	TRANSFERRED TO
S. E. Lawrence	
RESTANT/REMANDEER	
T 44184/08	
30-6-08	
REGISTRATEUR/REGISTRAR	

ERF 1327 = 1251 m²

GETRANSPORTEER AAN	TRANSFERRED TO
1. M. A. H. Jomo	
2. D. A. Jarvis	
RESTANT/REMANDEER	
T 44992/08	
3-7-08	
REGISTRATEUR/REGISTRAR	

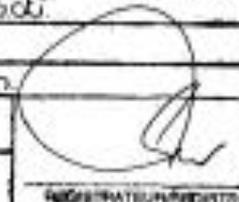
ERF 1360 = 794 m²

GETRANSPORTEER AAN	TRANSFERRED TO
J. W. G. Tait	
RESTANT/REMANDEER	
T 45431/08	
4/7/08	
REGISTRATEUR/REGISTRAR	

Erf 1332 = 961 m²

GETRANSPORTEER AAN	TRANSFERRED TO
Y. Hampshire	
RESTANT/REMAINDER	Dum
T 46089/08	
7/7/08	
REGISTRATEUR/REGISTRAR	

Erf 1331 = 832 m²

GETRANSPORTEER AAN	TRANSFERRED TO
M. Raschodi	
RESTANT/REMAINDER	Dum
T 46072/08	
7/7/08	
REGISTRATEUR/REGISTRAR	

Erf 1315 = 1203 m²

GETRANSPORTEER AAN	TRANSFERRED TO
D.C. MACE	
RESTANT/REMAINDER	
T 48666/08	
18 JUL 2008	
REGISTRATEUR/REGISTRAR	

Eef 1208 = 74m²

GETRANSPORTER AAN	TRANSFERRED TO
1. J.F. Thompson	
2. R.A. Thompson	
RESTANT/REMAINDER	23
T 48574/2008	
18 JUL 2008	 REGISTRATEUR/REGISTRAR

Eef 1333 = 120m²

GETRANSPORTER AAN	TRANSFERRED TO
S. Gregory	
RESTANT/REMAINDER	
T 49791/08	
24 JUL 2008	 REGISTRATEUR/REGISTRAR

Eef 1319 = 352 m²

GETRANSPORTER AAN	TRANSFERRED TO
J. H. Thomson	
RESTANT/REMAINDER	Own
T 59815/08	
08 SEP 2008	 REGISTRATEUR/REGISTRAR

erf 1322 = 695 m²

RETRANSFERRED AM	TRANSFERRED TO
I. A. H. Elliot	
RESTANT/REMIJNER	
T 6317/08	
10 FEB 2009	<i>[Signature]</i>
REGISTERED TELECOMMUNICATIONS	

Electric power transmission and Telecommunication

ORDERED AM	ORDERED TO
Estimote Holdings Limited	
RESTANT/REMIJNER	
K 157/09	<i>[Signature]</i>
10 FEB 2009	
REGISTERED TELECOMMUNICATIONS	

erf 1325 = 1389 m²

RETRANSFERRED AM	TRANSFERRED TO
M. Grose	
RESTANT/REMIJNER	
T 42419/09	
2/9/09	<i>[Signature]</i>
REGISTERED TELECOMMUNICATIONS	

For Information Only

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8f 1323 = 697m²

BETROUWENDE		TRANSFERRERD TO
EP-Franschoot		Treatment (pl) (0)
RESAINT/REMAINDER		
T	5107/09	
	13/10/09	

For Information Only

-20- CK 4840. • T. zedq112.

TRANSFERS		SIGNATURE: REGISTRAR OF DEEDS
REGISTRATION NUMBER	TRANSFER NUMBER	Date
Erf 172 Geyton MEAS 3,100 m ² TRANSFERRED TO: Eskom Holdings Ltd	921334/10 ①	07 MAY 2010 
MEAS TRANSFERRED TO:		Date
MEAS TRANSFERRED TO:		Date
MEAS TRANSFERRED TO:		Date

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