TENDER DOCUMENT GOODS AND SERVICES		
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 27P/2026/27

TENDER DESCRIPTION: CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT NOT EXCEEDING THIRTY-SIX (36) MONTHS **(Refer to clause 2.1.5.1)**

CLOSING DATE	**21 October 2026**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**189**
TENDER FEE	**R200.00**

Non – refundable tender fee payable to the City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document**.**

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

TENDER SERIAL NO.:
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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**24 July 2026**
SITE VISIT/CLARIFICATION MEETING	:	Time:10h00 Date: 28 July 2026 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	13 Oyster Street, Annandale Farm
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 27P/2025/26: - CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN"** The tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	**:**	SCM.Tenders14@capetown.gov.za/ Affordable.Housing@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Document Goods and Services (hereinafter referred to as the “Tender”/“Tender Document”), its evaluation and acceptance and any resulting contract shall also be subject to the CCT’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the Supply Chain Management System is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws .

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the “returnable documents”/“Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, <u>unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his/her nominee</u>. Similarly, any communication of the tenderer/supplier that is not reduced to writing by the tenderer/supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points. The CCT intends to appoint a winner and standby for the allocation of work.

If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all. In the event the winner does not perform its duties or withdraws their offer, the standby bidder will be approached.

The contract period shall be for a period of 36 months from the commencement date of the contract. It should be noted that the indicated 36 months relates to the transfer of the land from the City to the successful tenderer who will be responsible for the development of the property for the intended purpose.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

a) Persons aggrieved by decisions or actions taken by the CCT in the implementation of its Supply Chain Management System, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:

   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000 **Via**
email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).
For purposes of this clause, the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in Section 1 of POPIA, and “Process” shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, process the tenderer's and/or its employees', representatives' and/or sub-contractors' personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the processing of the latter Personal Information by the CCT’s due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT’s justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT’s Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000 Via email at:
Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy
In terms of the CCT’s Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Schedule F14. Appeal Application Form. Alternatively, via EFT into the CCT’s NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant’s tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder’s municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT’s Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compliance with additional requirements of CCT

Only those Tenderers that are compliant with the requirements below in their tender submissions will be declared responsive.

The Tenderer must demonstrate the financial capacity to fund 25% of the tenderer's development Capital Expenditure (CAPEX) including the purchase of the land either through balance sheet strength, debt funding, equity investment, and/or an alternative verifiable fund source, or a viable combination of the four:

a) Balance sheet strength should be demonstrated through audited or independently reviewed annual financial statements for the past 3 years, or for the period since establishment if established during the past 3 years;
b) Proof of debt funding should be substantiated by a letter from a credible financial institution;
c) Proof of equity investment should be substantiated by a letter of intent from the Tenderer's equity partner;

d) Equity partner balance sheet strength should be demonstrated through audited or independently reviewed annual financial statements for the past 3 years, or for the period since establishment if established during the past 3 years.

Relevant documents to be provided as proof of verifiable fund source.

2.2.1.1.4 Compulsory clarification meeting - Not Applicable

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality for either of the properties pertaining to this tender as stated below will be declared responsive. The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

FUNCTIONALITY TABLE

Scoring of Elements relevant to each criterion (Applicable value)	EVALUATION SCORING			
	Points	**Weight**	**Criteria**	**Functionality Points Allocation**
1. ORGANISATIONAL PROFILE [REFER TO CLAUSE 2.2.1.1.6.1 BELOW]				
1.1 The tendering entity to provide evidence of completion of an integrated mixed-use, mixed-income neighbourhood development comprising residential and complementary land uses such as, but not limited to commercial, retail, institutional, community, utility, transport and open space uses. The residential component of that development is scored by the number of residential units delivered.	**5**	Inadequate 0%	No information provided, or evidence of an integrated mixed-use development with a single residential development of less than 500 residential units	0
		Poor 40%	Integrated mixed-use development with a single residential development of between 500 and 750 residential units	2
		Satisfactory 80%	Integrated mixed-use development with a single residential development of between 751 and 1000 residential units	4
		Excellent 100%	Integrated mixed-use development with a single residential development of more than 1000 residential units in phased approach	5
1.2 CV of the Project Lead demonstrating a minimum of eight years' individual experience and expertise in a similar mixed use, mixed income development.	**5**	Inadequate 0%	No information provided, or experience less than 8 years' experience	0
		Satisfactory 80%	8 to 10 years' experience as a Project Lead with at least 1 mixed use development including 500 - 1000 residential units in a phased approach	4
		Excellent 100%	Greater than 10 years' experience as a Project Lead with at least 1 mixed use development including 500 - 1000 residential units in a phased approach	5
Sub-Total	**10**			

2. CONCEPTUAL DEVELOPMENT FRAMEWORK [REFER TO CLAUSE 2.2.1.1.6.2 BELOW] **It is to be noted that each Objective below should be scored individually as per the indicted Weighting and Functionality Points Allocation**				
2.1 OBJECTIVE 1: Ensure legible spatial structure	**2.5**	Inadequate 0%	• Fails to consider the existing spatial structure or surrounding context. • No clear provision for accessibility or clustering of amenities. • Ignores infrastructure, environmental systems, and existing natural features. • Does not contribute to urban identity or quality.	0
		Poor 40%	• Limited or unclear response to spatial structure and surrounding context. • Weak attempt at inclusivity and integration. • Amenities and nodes poorly located • Infrastructure and environmental considerations not addressed. • Minimal regard for natural features (e.g., trees) or urban character.	1
		Satisfactory 80%	• Adequately responds to spatial structure and context. • Promotes some level of integration and accessibility. • Provides nodal development and clustered amenities, though not optimally. • Considers infrastructure, natural systems, and environmental features at a basic level. • Maintains or modestly enhances urban identity and landscape elements.	2
		Excellent 100%	• Clearly structured proposal that strengthens and aligns with the broader spatial system. • Actively promotes inclusivity, integration, and connectivity. • Strategically locates nodes along key routes with well-clustered, accessible amenities. • Integrates infrastructure, green systems, and environmental features from the outset. • Enhances urban identity, protects natural assets & contributes positively to city's form & character.	2.5
2.2 OBJECTIVE 2: Create good quality open space through placemaking	**2.5**	Inadequate 0%	• Proposed open space is leftover or unplanned, with no intentional design. • Spaces are poorly scaled, disconnected, and lack function or hierarchy. • No active frontages proposed; spaces feel unsafe or unused. • Limited integration of uses. • Poor interfaces (e.g., blank walls facing public space).	0

		Poor 40%	• Limited intent in open space design; partly residual or poorly configured. • Weak connection to broader open space systems. • Some active edges, but not consistent with proposed land uses. • Limited flexibility and few opportunities for mixed uses or economic activity. • Interfaces and layout reduce quality or usability of spaces.	1
		Satisfactory 80%	• Open space is intentionally designed and generally meets functional needs. • Fits within a broader system, though not strongly hierarchical. • Provides active frontages in key areas. • Supports mix of uses (recreation, small-scale economic activity, etc.), though not fully optimized. • Interfaces are mostly positive and contribute to the public realm.	2
		Excellent 100%	• Open space is intentionally designed and responds fully to community needs. • Forms part of a clear, connected hierarchy of high-quality spaces. • Strong positive and active frontages enhance safety, vibrancy, and usability. • Highly versatile, supporting recreation, social interaction & diverse economic activities. • Seamlessly integrates multiple uses and functions. • Buildings and edges create consistently positive, engaging interfaces with public space.	2.5
2.3 OBJECTIVE 3: Contribute to the creation of healthy and safe communities	**2.5**	Inadequate 0%	• Development creates an inaccessible environment, especially around barriers (roads, rail, etc.). • Insufficient public spaces provided • Infrastructure isolates users (e.g., unsafe underpasses) and lacks integration. • No attention to environmental resilience (e.g., trees and landscaping provision)	0
		Poor 40%	• Limited measures for safety and passive surveillance; lighting and visibility are inadequate. Some attempt at accessibility, but barriers remain difficult or unsafe to cross. • Risks from environmental hazards are acknowledged but not well addressed. • Open spaces exist but are low quality or poorly maintained. • Infrastructure design provides limited route choice and weak integration with surroundings. • Minimal contribution to health, well-being, or climate resilience (e.g., little tree cover).	1
		Satisfactory 80%	• Adequate safety measures including passive surveillance. • Most barriers can be crossed safely, with reasonable accessibility. • Development generally avoids high-risk areas • Provides functional, usable open spaces that support community well-being. • Infrastructure offers multiple routes and is moderately integrated into the context. • Some consideration of climate resilience, including maintaining or adding tree cover.	2
		Excellent 100%	• Strong focus on safety through effective passive surveillance (active edges, windows, balconies) • Provided quality green open spaces support health, recreation, and community well-being. • Infrastructure is fully integrated, multi-functional, and enhances connectivity and user experience. • Creates highly liveable environments with a strong emphasis on public realm quality. • Actively improves climate resilience through tree retention & increased canopy cover at all scales.	2.5
2.4 OBJECTIVE 4: Design streets as positive public space	**2.5**	Inadequate 0%	• Streets are vehicle-dominated with little regard for pedestrians or cyclists • Unsafe, poorly connected, and low-quality public spaces • Minimal support for social, economic, or public activity • Parking and traffic infrastructure negatively impact the streetscape	0
		Poor 40%	• Limited provision for people-centred design; vehicles still dominate • Some pedestrian and public space elements, but inconsistent and poorly integrated • Walkability, safety, and comfort are not fully achieved • Public realm lacks vibrancy and usability	1
		Satisfactory 80%	• Streets support both people and vehicles with acceptable balance • Adequate provision for walking, cycling, and public activity • Public spaces are functional, safe, and reasonably comfortable • Some integration of green elements and connectivity	2

		Excellent 100%	• Streets prioritise people, with strong pedestrian and cycling focus • Safe, comfortable, and highly accessible public spaces • Vibrant, multifunctional streets supporting social, cultural, and economic activity • Well-integrated green infrastructure, mobility networks, and high-quality urban design	2.5
2.5 OBJECTIVE 5: Promote intensity, diversity and adaptability of uses	**2.5**	Inadequate 0%	• Land uses are poorly arranged with no consideration of complementary relationships • Insufficient facilities and amenities for users or population density • Ignores user needs, accessibility, and surrounding context • Service areas negatively impact the public realm • No consideration for adaptability, phasing, or long-term development	0
		Poor 40%	• Limited clustering of uses with weak interaction between activities • Basic provision of facilities, but not well aligned with demand • Some consideration of users and context, but inconsistently applied • Minimal response to microclimate and environmental comfort • Servicing and operations partly detract from surrounding areas • Limited planning for flexibility or future development potential	1
		Satisfactory 80%	• Complementary uses are reasonably clustered to support activity • Adequate facilities and amenities provided for expected users • Considers user needs, accessibility, and surrounding context • Acceptable response to microclimate and environmental conditions • Service areas are mostly integrated with limited negative impact • Some flexibility and consideration for future growth and change	2
		Excellent 100%	• Strong integration & clustering of complementary uses that create vibrant, diverse environments • High-quality facilities and amenities aligned with current and future needs • Fully responsive to users, neighbours, and broader community context • Thoughtful design addressing microclimate for comfort and sustainability • Servicing and operations seamlessly integrated with minimal impact • Highly adaptable, flexible design supporting long-term use, phasing, and evolving activities	2.5
2.6 OBJECTIVE 6: Ensure positive interfaces onto the public realm	**2.5**	Inadequate 0%	• Buildings have poor/negative relationships with public realm (e.g., blank façades, inactive edges) • No clear transition between public and private spaces • Little to no passive surveillance, lighting, or pedestrian comfort • Interfaces feel unsafe, uninviting, and detract from the quality of the streetscape	0
		Poor 40%	• Limited positive interface with the public realm; some active elements but inconsistent • Weak or unclear transitions between public and private space • Minimal overlooking, activation, or pedestrian-focused design • Lighting, comfort, and visual permeability are insufficient or poorly integrated	1
		Satisfactory 80%	• Generally positive building interfaces with some active frontages and overlooking features • Clear but basic transition between public and private realms • Adequate consideration of pedestrian comfort, safety, and lighting • Interfaces contribute to the public realm but lack strong vibrancy or design quality	2
		Excellent 100%	• Strong, active, and engaging building interfaces that enhance the public realm • Well-designed transitions between public and private spaces • High levels of passive surveillance, visual connection, and pedestrian comfort • Well-lit, visually permeable & human-scaled edges that create safe, vibrant & high-quality urban environments	2.5
2.7 OBJECTIVE 8: Value and enhance green open spaces	**2.5**	Inadequate 0%	• Development shows little or no connection to green open spaces or sensitive environmental areas • Existing ecological features are ignored, damaged, or removed without consideration • No integration with green infrastructure networks • Open spaces are poor quality, single-use, or unsafe • Infrastructure negatively impacts the environment with no mitigation	0

			• No consideration of sustainability, maintenance, or water-sensitive design	
		Poor 40%	• Weak or inconsistent relationship with adjacent green spaces • Limited effort to retain or integrate ecological features • Partial or poorly connected green infrastructure • Open spaces are present but lack quality, safety, or multifunctionality • Some environmental consideration in infrastructure, but not well integrated • Minimal attention to long-term sustainability or permeable surfaces	1
		Satisfactory 80%	• Development has reasonable connection to surrounding green spaces & environmental systems • Key ecological features are retained and partly integrated • Green infrastructure is connected at a basic level • Provides functional, safe, and moderately multifunctional green open spaces • Infrastructure considers environmental impacts and includes some sustainable solutions • Maintenance, durability, and water-sensitive design are adequately addressed	2
		Excellent 100%	• Strong, seamless integration with green open spaces and environmentally sensitive areas • Existing ecological features are protected, enhanced, and meaningfully incorporated • Fully connected and optimised green infrastructure network • High-quality, safe & multifunctional green spaces that support recreation, ecology & cultural value • Infrastructure is designed as multifunctional, environmentally beneficial systems (e.g., SUDS, green engineering) • Long-term sustainability ensured through thoughtful maintenance, permeable surfaces & water-sensitive design	2.5
2.8 OBJECTIVE 9: Respond to the character and identification of an area	**2.5**	Inadequate 0%	• Development does not respond to its surrounding context, character, or landscape • Disregards heritage resources, cultural landscapes, and local identity • Built form (scale, massing, grain) is inappropriate and out of context • Ignores spatial hierarchy and lacks a clear design concept • Results in patterns (e.g., subdivision/consolidation) that conflict with existing urban fabric	0
		Poor 40%	• Limited understanding or application of contextual and character analysis • Weak consideration of heritage and cultural elements • Built form shows inconsistencies with surrounding scale, grain, and rhythm • Basic or unclear design concept that does not strongly respond to site context • Some disruption to existing urban patterns and cultural landscapes	1
		Satisfactory 80%	• Adequate response to surrounding context, character, and natural features • Heritage and cultural aspects are recognised and generally respected • Built form aligns reasonably with surrounding scale, massing, and urban grain • A clear design concept reflects the site's role within the broader context • Maintains existing development patterns with minimal disruption	2
		Excellent 100%	• Strong, well-informed response to context, integrating built form, landscape, and local character • Heritage, cultural landscapes, and intangible elements are carefully respected and enhanced • Built form is highly appropriate in scale, massing, rhythm, and architectural expression • Clear and coherent design concept that strengthens the site's role within the city structure • Reinforces & enhances existing urban patterns while respecting social history and cultural identity	2.5
2.9 Value to residents [Refer to Clause 2.2.1.1.6.2(vii) below]	**5**	Inadequate 0%	No additional value-add to residents	0
		Moderate 60%	Medium impact value add equal to and more than 1	3
		Excellent 100%	High Impact value-add equal to and more than 3	5
2.10 Range of residential typologies [Refer to Clause 2.2.1.1.6.2(viii) below]	**5**	Inadequate 0%	Concept Plan demonstrating no submission	0
		Moderate 60%	Concept Plan demonstrating poor responsiveness	3
		Excellent 100%	Concept Plan demonstrating full responsiveness	5
Sub-total	**30**			

3. FINANCIAL FEASIBILITY [REFER TO CLAUSE 2.2.1.1.6.3 BELOW]				
3.1 HOUSING FEASIBILITY (ring-fenced)				
3,1,1 Total number of residential opportunities in the entire development	**10**	Inadequate 0%	Less than 2500	0
		Moderate 60%	2500 – 3000 units	6
		Satisfactory 80%	3001 – 3500 units	8
		Excellent 100%	Greater than 3500	10
3.1.2 Total affordable housing provision — affordable rental + affordable sale combined, as a percentage of total residential units (within the FSC threshold)	**10**	Inadequate 0%	Less than 30% (below the binding condition)	0
		Moderate 60%	30% to 40%	6
		Satisfactory 80%	Greater than 40% up to 50%	8
		Excellent 100%	Greater than 50%	10
3.1.3 Long-term maintenance capital reserve on the affordable rental portfolio, 10 years, as a percentage of gross rental income	**5**	Inadequate 0%	0% up to 1.2%	0
		Poor 40%	Greater than 1.2% up to 1.5%	2
		Moderate 60%	Greater than 1.5% up to 1.8%	3
		Satisfactory 80%	Greater than 1.8% up to 2%	4
		Excellent 100%	Greater than 2%	5
3.2 DEVELOPMENT-WIDE FEASIBILITY (land & viability)				
3.2.1 Land price offer as a percentage of total development Capital Expenditure (CAPEX) (excl. VAT) calculated as a residual land price based on financial feasibility modelling undertaken	**15**	Inadequate 0%	Greater than 10%	0
		Satisfactory 60%	Greater than 8% up to 10%	12
		Excellent 100%	Less than or equal to 8%	15
3.2.2 Debt-Service Cover Ratio (DSCR) on the development cashflow (trickle-sale income permitted where disclosed; basis stated)	**10**	Inadequate 0%	Less than 1.00	0
		Moderate 60%	1.00 to 1.25	6
		Satisfactory 80%	Greater than 1.25 up to 1.30	8
		Excellent 100%	Greater than 1.30	10
3.3 WHOLE-OF-LIFE ROBUSTNESS				
3.3.1 Feasibility robustness / sensitivity (stress test): • Construction cost +10%, • Gross revenue −10%, • Finance rate +200 base points above indicated interest rate, and • a 12–24-month programme / occupation delay	**10**	Inadequate 0%	No sensitivity analysis, or not viable at base case	0
		Poor 20%	Sensitivity provided but not viable under two or more stresses	2
		Satisfactory 60%	Remains viable under three or more defined stresses	6
		Excellent 100%	Remains viable under all four defined stresses, with mitigation	10
Sub-Total	**60**			
TOTAL	**100**			

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

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

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

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

2.2.1.1.6 EVALUATION AREAS

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

2.2.1.1.6.1 EVALUATION AREA: ORGANISATIONAL PROFILE

The "Project Lead" is the individual who held overall accountability for the development as a whole (a development manager / development director role), and not merely for the construction of the building works.

2.2.1.1.6.2 EVALUATION AREA: CONCEPTUAL DEVELOPMENT FRAMEWORK

Tenders must submit a further refined conceptual development framework (in A3 size- hard and soft copy) that establishes a clear spatial vision for the site, relying upon the Site-Specific Design Guidelines contained in Section C5 of this document and base information that the City has provided and should establish and entail the following elements:

i. **Analyse the site and identify opportunities, fixes, and constraints for the site**.
   The following urban design indicators should be illustrated and identified; these are listed but not limited to:
   a. Surrounding local contextual informants (Du Noon, De Aan-Zicht, Burgundy, Atlantis Hills and the Cape Farms edge).
   b. Existing wetlands and seep areas
   c. Existing site drainage
   d. Existing servitudes & substations (Eskom servitude and substation & pipeline servitude.
   e. N7 setback (Act 21 of 1940)
   f. Viewsheds
   g. Access and movement and connectivity to surrounding context

ii. **Define and establish a clear vision and identity for the site and define broad spatial urban design objectives and principles.**
   Key principles to be considered are listed but not limited to:
   a. Defined sense of place with a distinct character rooted in local context
   b. Safe, legible and walkable neighbourhood
   c. An integrated and inclusive development
   d. A sustainable neighbourhood

iii. Prepare a **conceptual development framework illustrating a clear spatial structure** and incorporating the key principle for the site.
   The framework needs to include the following:
   a. Proposed movement networks and street hierarchy (primary and secondary routes, pedestrian and cycling routes) and the connectivity and integration with surrounding context
   b. Proposed public transport stops (integrating with existing public transport systems)
   c. Proposed urban blocks
   d. Proposed land use distribution (commercial, retail and type of residential distribution)
   e. Proposed uses extents in square metres, heights and number of storeys
   f. Proposed open space systems illustrating the proposed public realm structure, integration of green infrastructure and stormwater management systems.
   g. Proposed location of a central node ("heart of the development") that provides a focal point that anchors the development and provides a sense of place
   h. Proposed location of social and public facilities (schools, ECDs, clinics) to add to the character and amenities of the area

iv. **Prepare a three-dimensional massing model** illustrating the components of the development. The model should demonstrate the overall development intent and may remain at a conceptual level, indicating the proposed distribution of land uses, heights, and densities across the site.

v. **Provide high level urban design guidelines in a series of diagrams/ drawings and/or precedent images** addressing the following:
   a. Built form response to streets and public spaces
   b. Interface conditions along key streets and open and public spaces (typical sections illustrating interface conditions onto key primary and pedestrian routes and open space systems – illustrating building scale, massing and height, setbacks and landscape strategies)
   c. Distribution of types of public space
   d. Provide precedent images of how this development will reinforce a unique sense of place, ensuring that users and visitors can easily identify, navigate and develop a sense of belonging within the development (clear sense of arrival through landscaping, paving, visual markers, etc).

vi. **Provide diagrams/ drawings and/or precedent images illustrating a** varying range of residential typologies. Narrative and visual portrayal of tenure blind design to ensure that the Affordable Housing component is not overtly distinguishable from the Market Residential component.

The **Conceptual Development Framework** will be evaluated against the following Uban Design objectives indicated below and in the functionality table above:

- **OBJECTIVE 1: Ensure legible spatial structure**
- **OBJECTIVE 2: Create good quality open space through placemaking**
- **OBJECTIVE 3: Contribute to the creation of healthy and safe communities**
- **OBJECTIVE 4: Design streets as positive public space**
- **OBJECTIVE 5: Promote intensity, diversity and adaptability of uses**
- **OBJECTIVE 6: Ensure positive interfaces onto the public realm**
- **OBJECTIVE 8: Value and enhance green open spaces**
- **OBJECTIVE 9: Respond to the character and identification of an area**

The Conceptual Development Framework must take into account the specialist studies undertaken and the Site-Specific Design Guidelines contained in section C5 of the Specifications.

vii. Value to Residents

The bid submissions must demonstrate additional value created for the residents beyond the provision of the housing units. Value to residents will be measured in accordance with the additional amenities provided within the development to respond holistically to the livelihood of the residents. Impact will be evaluated in terms of the extent that the development facilitates a live, work and play environment for the households.

viii. Range of Residential Typologies

The bid submission must demonstrate a range of residential typologies within the development that cater to different socio-economic groups, ensuring inclusivity and accessibility. This should be reflected in a variation of housing types, densities, tenures, and affordability levels. Additionally, the proposal should exhibit diversity in urban form, incorporating a mix of building typologies, spatial configurations, and public realm elements to create a well-integrated, vibrant, and sustainable development.

2.2.1.1.6.3 EVALUATION AREA: FINANCIAL PROPOSAL

(a) **FINANCIAL FEASIBILITY MODEL (in an editable, unlocked MS-Excel format with trackable formulas and visibility of all worksheets on a USB –**

Tenderers must provide a comprehensive financial feasibility model for the proposed development (with projected first 20-year discounted cashflows), which inter alia includes:

- a comprehensive breakdown of estimated capital costs, including the price offer for the purchase of the land,
- revenue streams for the proposed uses.
- operating costs including maintenance costs and long-term capital reserves; and
- funding structure (debt, equity, etc).

The financial feasibility model must be relatable to the price offer for the purchase of the land in order to deliver a viable and bankable development.

It is also important that all features proposed in the development scheme are clearly reflected in the comprehensive breakdown of capital costs.

It is important that tenderers demonstrate that the elements contained within the financial feasibility model conform to the market norms for the proposed development relatable to the local construction and property market.

(b) COMBINED AFFORDABLE HOUSING QUANTUM

The tenderer must ensure a mix of affordable rental housing units and affordable housing for sale units targeted at households earning within the Financial Sector Code (FSC) Affordable Housing Standards prevailing monthly household income threshold, subject to annual inflation adjustments, as per Council adopted definition for Affordable Housing, by Resolution (C13/01/23).

Affordable provision is scored once on the combined affordable rental + affordable sale units, as a percentage of total residential units, so a tenderer is neither rewarded nor penalised for the tenure split.

Where units are being developed for rental purposes, the developer will be required to certify that expected rentals are affordable to the target market (maximum of 30% repayment to gross household income) parameter to be used.

Where units are being developed for sale purposes, the tenderer will be required to certify that expected bond repayment are affordable to the target market (maximum of 30% repayment to gross household income) parameter to be used.

(c) DSCR AND YIELD BASIS

DSCR is net operating income divided by annual debt service on the development cashflow; trickle-sale (phased ownership-sale) income may be included where it is disclosed and scheduled in the model.

(d) ROBUSTNESS

The model must remain viable when the four stresses are applied. “Viable” means overall DSCR ≥ 1.0 and positive cumulative cashflow at the integrated-development level. Full marks require viability under all defined stresses together with stated mitigation.

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

Notes to Tenderers:

- Every scored metric must be derived from the tenderer's financial feasibility model.
- Where the tenderer does not state a metric, but the model contains sufficient data to compute it, the City may compute it for comparative purposes
- The tenderer must state whether figures are inclusive or exclusive of VAT; the stated basis is applied consistently.
- Construction cost is benchmarked to R10,000–R12,500/m² (incl. VAT) GBA for the affordable residential component; rates materially (>10%) outside this range must be substantiated.
- Award: The disposal is recommended to the tenderer scoring the highest total adjudication points (price + preference), subject to the offer being motivated by a comprehensive financial feasibility and to the MFMA section 14 requirements where the offer is below the market value of R256 000 000 (excl. VAT) as at 30 September 2025

2.2.1.1.7 Provision of samples- NOT APPLICABLE

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall 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 document(s) by reference.

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

2.2.7 Clarification meeting
The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification
The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer
2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

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

2.2.11 Alternative tender offers
2.2.11.1 Unless otherwise stated in the Conditions of Tender, the tenderers may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

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

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

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

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

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

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer
2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders

submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation/founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C.2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered “completed”, despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A “non award” is supported as a recommendation to the CCT’s Bod Adjudication Committee (“BAC”) for noting.

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

2.2.17.2 The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R10 million**:

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

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

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

2.2.18 Samples, Inspections, tests and analysis (Not Applicable)

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

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

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.
The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

a) Inspected the Specifications and read and fully understood the Conditions of Contract.
b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

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

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

2.2.22 Collection and issuing of tender documents
The CCT will only issue tender documents though it's Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT."

2.3 The CCT's undertakings
2.3.1 Respond to requests from the tenderer
2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.
2.3.1.2 The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

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

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

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

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.
2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.
2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.)
2.3.4 Two**-envelope system**
2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non-responsive.

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

2.3.6 Grounds for rejection and disqualification
The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies
2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum/amount as set out in the **Price Schedule (Section C.4).**

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

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.
2.3.10.3.4 Applicable formula:
The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.
Price shall be scored as follows:

$$Ps = 90\frac{(1 + (Pt - Pmax))}{Pmax}$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	4
2	***Enterprise Supplier Development and Socio-Economic Development*** *> 15% of total expenditure = 3 points* *> 10% up to 15% of total expenditure = 2 points* *>= 5% up to 10% of total expenditure = 1 points* *< 5% of total expenditure = 0 points*	3
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total profit = 3 points* *> 3% up to 5% of total profit = 2 points* *>= 1% up to 3% of total profit = 1 points* *< 1% of total profit = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 3 points* *> 10% up to 15% employee ownership = 2 point* *>= 5% up to 10% employee ownership = 1 point* *< 5% employee ownership = 0 point*	3
	Total points	**10**

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

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

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and

f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

2.3.13 Prepare contract documents

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

a) Notices issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 27P/2026/27

TENDER DESCRIPTION: CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

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

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code ___________
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code ___________
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms ____ (Name & Surname) Telephone :(____) ______________ Fax :(____) ___________ Cellular Telephone:____________________________________ E-mail address:____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER: 27P/2026/27 - CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below:

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

1 confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2 confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3 confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4 offers to purchase the properties described in the tender document from the CCT in accordance with the:

   i. terms and conditions stipulated in this tender document;
   ii. specifications stipulated in this tender document; and
   iii. at the prices as set out in the **Price Schedule**.

5 accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _______________ (PLACE) ON THE _____ (DAY) OF__________________ (MONTH AND YEAR)

____
For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER: 27P/2026/27 - CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Purchaser's) offer. In consideration thereof, the Purchaser shall pay the CCT the amount due in accordance with the conditions of contract. Acceptance of the Purchaser's offer shall form an agreement between the CCT and the Purchaser upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations.*

The Purchaser shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Purchaser confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

__________________________ For and on behalf of the City of Cape Town (Duly Authorised) Name and Surname:	_________________ Witness 1 Signature Name and Surname:
	________________ Witness 2 Signature Name and Surname:

TENDER: 27P/2026/27 - CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

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

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

TENDER: 27P/2026/27 - CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN

C.2.4 Confirmation of Receipt (To be Completed by Purchaser upon Acceptance)

The Purchaser identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The... (Day)

Of... (Month)

20..........year)

At... (Place)

For the Purchaser Signature(s) . . . .

Name(s) . . . .

Capacity . . . .

Signature and name of witness:

Signature . . . . Name . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 0CCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE “CCT”) AND

……………………........................………………………………….............………………………… ,
(Purchaser/Mandatary/Company/CC Name)

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

I, ………………………………….....……………………………...............………………………., representing

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

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

COID ACT Registration Number: ………………………………………………………………………………..

OR Compensation Insurer: .... Policy No.: ....

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

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

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

Witness **Mandatary**

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

Witness for and on behalf of CCT

C.4 PRICE SCHEDULE

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

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

LOCATION: Remainder of Erf 36554, Milnerton situated at 13 Oyster Street Annandale Farm, Cape Town

PROPERTY DESCRIPTION	EXTENT	% OF MARKET VALUE	FINANCIAL OFFER/PURCHASE PRICE		
			TOTAL (Excl VAT) R	ADD VAT (15%) R	TOTAL (Incl VAT) R
Erf 36554-Re	71.8 hectares				
Total Offer to Purchase					

Financial Offer to Purchase excl. Vat: (in words)

………..

………..

1.1.1 Guidelines for Price Offer Submission:

1.1.1.1 State the prices in Rand unless instructed otherwise in the Conditions of Tender.

1.1.1.2 The tenderer must submit price offers as per the Price Schedule. **Where no value is indicated in the price offer , or if anything other than a value or a nil value (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against the price offer, it will also be regarded as a nil value having been entered against the price offer, i.e. that there is no price being offered. The Tenderer may be requested to clarify nil price offers; and the CCT may also perform a risk analysis with regard to the reasonableness of such price offer.**

1.1.1.3 Contract price adjustment will be applicable as provided for in Schedule F1.

1.1.1.4 The land disposal mechanisms and the basis for calculating the price is governed by Section 14 of the MFMA, which makes provision for the transfer of a capital asset for less than its fair market value, where the community would be better served**.** Offers below the market value will be considered on proposals that have met the minimum functionality score as prescribed in this tender and provided the offer is motivated by a comprehensive financial feasibility, valued at **R256 000 000.00** (excl.VAT) as at **30 September 2025**.

1.1.1.5 The price offers are to be demonstrated in real value as well as in terms of percentage of the market value.

1.1.1.6 The price offer of the winning tenderers shall be subject to an escalation of 5% per annum commencing 6 months from date of closure of tender until date of registration.

1.1.1.7 Should transfer not occur within 36 months from date of tender valuation, the City will reassess the market value to determine growth in value of the properties, which growth rate will be applied to the offer.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. CONTEXT

Remainder of Erf 36554 Milnerton situated at 13 Oyster Street, Annandale Farm, Milnerton, Cape Town. The Annandale site is one of the few remaining large tracts of vacant City-owned in the Milnerton Area. It is a vast track of open, vacant and undeveloped land located in the north-western sector of the City of Cape Town.

Annandale is a City of Cape Town-owned development opportunity situated on the north-western edge of metropolitan Cape Town. It is strategically located along the N7 mobility corridor, with access relationships to Potsdam Road, Du Noon, Richwood, Burgundy, Killarney Gardens, Atlantic Hills and the wider Durbanville / Cape Farms landscape. The site occupies a threshold between established residential suburbs, high-density affordable-housing demand, emerging private apartment and estate products, and a growing belt of industrial and light-industrial employment activity.

Annandale can be seen as complementary to the wider north-west growth area. It has potential to serve as a strategic seam between contrasting urban conditions:

- Du Noon’s intensity and need for public space and services;
- Richwood and Burgundy’s suburban residential fabric;
- the market momentum of developments such as De Aan-Zicht;
- the employment base of Killarney Gardens and Atlantic Hills; and
- the agricultural/rural character of the Cape Farms edge.

Annandale is therefore positioned as a key City landholding within Cape Town’s north-western growth area. Its development has the potential to complete the emerging urban structure in the area by creating a connected, medium-density, mixed-tenure neighbourhood that links housing to employment areas, schools, local services, public space, movement routes and ecological systems. In doing so, Annandale can give form and continuity to an area currently characterised by fragmented edges, infrastructure barriers and uneven access to opportunity.

1.1 DEVELOPMENT PHILOSOPHY

The subject properties are being packaged as part of the City of Cape Town’s Affordable Housing Programme, which provides well-located housing opportunities for low and moderate-income households.

Integral to the programme is the provision of Affordable Housing, which is a critical spatial intervention where the city leverages its strategically located land assets to foster change in the way that the City of Cape Town functions. In the context of the urban inner core, the use of City-owned land in this way is to mitigate the negative effects of gentrification in this locality.

Annandale is positioned to contribute to Cape Town’s spatial integration agenda as a connected, green and mixed-tenure neighbourhood within the north-western growth corridor. The site should respond positively to its surrounding context by strengthening links between affordable and market housing, nearby employment areas, local retail, community facilities, schools, public transport and non-motorised movement routes. Its role is not only to deliver housing, but to help shape a more inclusive and legible urban structure between Du Noon, Richwood, Burgundy, Atlantic Hills, Killarney Gardens, surrounding estate development and the Cape Farms landscape.

At neighbourhood scale, Annandale can function as a medium-density transition area that supports integration without ignoring the character and constraints of its setting. The development framework should therefore be clear enough to guide the spatial structure, movement network, public realm, green-blue system, land-use mix and development interfaces, while allowing sufficient flexibility for feasibility, infrastructure phasing and market response.

For Annandale, the intended balance is as follows:

- Public value is achieved through well-located mixed-tenure housing, accessible community facilities, usable open space, environmental restoration and a development form that contributes to spatial, social and economic integration.
- Delivery practicality is achieved through a framework that gives clear direction on non-negotiable outcomes, including integration, access, public realm quality, green infrastructure, safety and long-term manageability, while allowing flexibility on detailed layout, phasing, typology mix and market-facing delivery models.

- Place quality is achieved through a legible spatial structure, a clear movement spine, walkable and people-centric streets, active nodes, safe and overlooked public spaces, protected green-blue infrastructure, and a coherent relationship between buildings, streets, open spaces and surrounding neighbourhoods.

1.2 NEIGHBOURHOOD CHARACTER

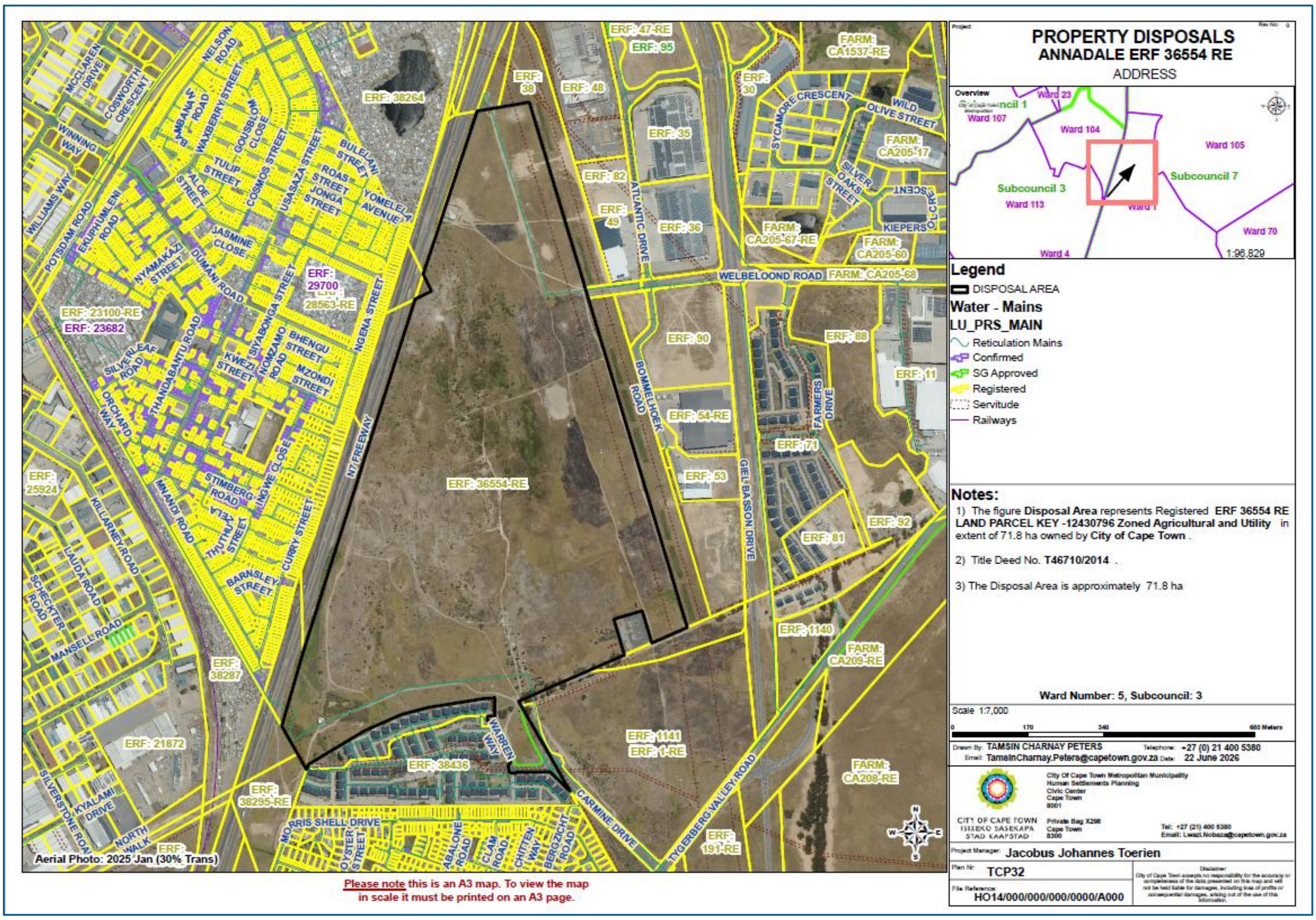
- The N7 gives Annandale metropolitan visibility and strategic movement value, but it also creates a significant edge condition. The success of the site depends on treating this edge as part of the neighbourhood structure rather than as a hard barrier. The movement spine, Dumani and Barnsley linkages, pedestrian routes, NMT corridors and public transport interfaces must therefore work together to create a legible, connected and accessible urban address. These routes should support everyday movement, reinforce the spatial structure of the site, and help establish Annandale as a neighbourhood that is visible, connected and easy to navigate.
- The Du Noon interface is one of the strongest social and spatial informants for the site. It brings high housing demand, strong pedestrian movement, informal economic activity and a clear need for safer public space, social facilities and better access to surrounding opportunities. The public realm along this edge should support walking, cycling, public transport access, local trading, school access and recreation. It should create a positive and active transition between the existing high-density settlement and the new mixed-tenure development, while improving safety, permeability and inclusion.
- Along the Richwood and Burgundy interface, Annandale should perform a mediating role. The appropriate neighbourhood character is medium-density, residential and landscape-led, with walk-ups, apartments, townhouses, green courts, landscaped streets and active public edges. A density gradient should be used, with greater intensity along the movement spine and around nodes, and softer transitions toward existing residential edges and sensitive landscape areas. Nearby private estate and apartment developments, including De Aan Zicht and De Zicht, indicate strong market demand for apartment and townhouse products. Annandale can absorb that demand in a more public, mixed-tenure and spatially integrated form.
- The Atlantic Hills and Killarney Gardens edge gives Annandale direct access to a significant employment and enterprise base. This is one of the site's strongest locational advantages, with proximity to industrial and light-industrial jobs, logistics-related employment, service businesses and future commercial demand. The character along this edge should be productive but protected. Annandale should connect residents to employment opportunity while maintaining the quality and liveability of the neighbourhood. The appropriate economic response is service-commercial activity, neighbourhood retail, small enterprise space, training, business support and employment-linked amenities. Heavy-vehicle movement, warehousing formats and logistics uses should be managed so that they do not define the neighbourhood core or undermine the public realm.
- The Durbanville agricultural valley and Cape Farms context gives Annandale a wider landscape identity. The site is both an urban infill opportunity and part of a changing urban-rural edge. This makes the green-blue structure central to the development concept. The wetland, biodiversity corridor, drainage lines, stormwater system and open-space network should form the first layer of place-making. This system should structure the neighbourhood, support biodiversity, manage water, improve microclimate, provide everyday recreation and create a recognisable landscape identity. In this sense, the green system is not only a constraint to be accommodated; it is a defining asset in the spatial structure and character of Annandale.

1.3 LAND USE PROFILE

APPLICABLE ZONING SCHEME	Cape Town
CURRENT ZONING	Split zoning • Agricultural (AG) and • Utility (UT)
PROPOSED ZONING	Sub-divisional Area Zone (SAOZ)
PRIMARY LAND USE PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Municipal Planning Amendment By-law, 2025.
CONSENT USES PERMITTED	As per the applicable Local and Provincial By-laws and subject to conditions in Chapter 9 of the City of Cape Town Municipal Planning Amendment By-law, 2025.
DEVELOPMENT RULES	Refer to Chapter 9 of the City of Cape Town Municipal Planning Amendment By-law, 2025 for development rules in respect of inter alia the applicable/permissible floor factor; floor space, height and building lines.
PERMISSIBLE BULK	The site has an approved basket of development rights, together with associated land use parameters and service-related conditions. However, detailed bulk infrastructure requirements, development yield and implementation sequencing must still be refined through the next package of plans and relevant approval processes. The developer will be required and is encouraged to optimise bulk demand, yield and design to achieve appropriate, sustainable and financially viable development outcomes. Additional details on these development rights are included in the LUMS application.
PROPOSED DEVELOPMENT BULK	The LUMS application includes an approved development bulk that is aligned with the proposed design, zoning, and associated development rights approved for the site. However, the developer will be required, and is encouraged, to refine and optimise the proposed bulk and development yield to achieve a more appropriate and sustainable development outcome. This process may result in a development that is better designed, more financially viable, and more responsive to market and implementation requirements, subject to the relevant approval processes.
MAXIMUM BUILDING HEIGHT	The approved UDF contemplates typologies ranging roughly from 2–6 storeys, including 3–4 storey walk-ups and 4–5 storey residential/commercial blocks with internal lifts.
COVERAGE	Refer to LUMS report (Supplementary Document attached in LINKS: **(a)*https://web1.capetown.gov.za/web1/BigFilesAccess/DownloadBigFile.aspx?file=6840c1f4-da8e-4cb9-92e4-1e2d699f3ffb*** and ***(b)https://web1.capetown.gov.za/web1/BigFilesAccess/DownloadBigFile.aspx?file=6f6fd6fc-1151-4491-9933-d51f75c67e0a*** ***[These links will be available until 04-08-2026]***
ENVIRONMENTAL National Environmental Management Act 107 of 1998	Whilst the EIA was submitted it was however not completed due to the outstanding signature from the surrounding neighbours in order to allow /agree with the servitudes cross the surrounding properties. the EIA will thus have to be processed further by the successful bidder.
HERITAGE National Heritage Resources Act. 25 of 1999	• Updated NID: a revised NID was submitted in 2022 following layout iterations and was approved by Heritage Western Cape. • The Heritage Western Cape comment dated 31 July 2019 remains applicable to the proposed SDP changes. ***Outstanding:*** the official Heritage Western Cape approval must still be obtained/reviewed to confirm the applicable conditions and approval expiry date.

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

1.4 DISPOSAL PLAN: Annandale Erf 36554-Re



1.5. SITE CONDITIONS

1.5.1. The CCT makes no representations on Site conditions (including title, extent, climatic, hydrological, hydrogeological, ecological, environmental, geological, paleontological and archaeological). The Tenderer must investigate and undertake technical surveys at its own cost and risk.

1.5.2. The Tenderer has no claim against the CCT arising from unexpected/adverse Site conditions.

1.5.3. The Tenderer is responsible for and indemnifies the CCT against losses caused by environmental contamination unless the contamination pre-existed as at Sale Agreement signature date and the Tenderer could not reasonably have had knowledge of it at signature date.

1.5.4. It is the responsibility of the tenderers to inspect the properties prior to tender submission and to consult their own professional advisors in ascertaining the site conditions, traffic, location, surroundings, availability of power, water and other utilities, access to the site, applicable laws and regulations and any other matter considered relevant to the sale of the properties.

1.6. SITE SPECIFIC DESIGN GUIDELINES

The following urban design considerations are proposed for the development:

1. The site is zoned as a Subdivisional Area Overlay Zone (SAOZ.
2. The total area of the site is 71,8ha in extent.
3. The overall development should:
   a. Protect and integrate the retained wetland and biodiversity corridor as a central structuring element of the layout.
   b. Use the main spine road to connect Welbeloond Road, Dumani Road, Barnsley Road, Carmine Drive and the future Blaauwberg Extension
   c. Provide safe, direct and landscaped pedestrian / NMT routes throughout the site, including routes associated with the wetland, open spaces and public nodes.
   d. Concentrate commercial / retail activity near the southern node and main movement routes to support local economic activity.

e. Provide softer built-form transitions along the N7, Eskom servitude and neighbouring residential edges.
f. Ensure future precinct plans and SDPs demonstrate compliance with the approved Development Framework, stormwater strategy, environmental controls and urban design principles.

Movement & Environment

- Pedestrian and NMT routes must be direct, legible and connected to public transport, community facilities, schools, open spaces and adjoining neighbourhoods.
- The biodiversity / stormwater corridor and retained wetland must be integrated as a green movement and open space system, including pedestrian pathways where appropriate.
- Road and pedestrian links to Du Noon via Dumani Road and Barnsley Road are important integration routes and must be designed with traffic calming, safe crossings and pedestrian-priority measures.
- The Eskom servitude and stormwater corridors should be treated as structuring green infrastructure, with opportunities for NMT, landscaping, recreation and visual relief, subject to relevant approval.

Spatial Structure & Land Use.

- The development must create an integrated mixed-use, mixed-income neighbourhood comprising residential, affordable / subsidised housing, commercial, retail, educational, community, utility, transport and open space uses.
- Two primary activity nodes should structure the site: a civic / community node near Dumani Road and a commercial / retail node towards Barnsley Road / Blaauwberg Extension.
- Residential pockets should allow for a range of typologies and tenure options, with higher densities focused along the main spine, public open spaces and green corridors.
- Community and educational facilities should be located to support both the new Annandale community and surrounding neighbourhoods, particularly Du Noon and Richwood.
- Future precinct layouts must remain flexible, but must respond to the fixed structuring elements: spine road, Dumani and Barnsley connections, biodiversity corridor, retained wetland, Eskom servitude and public nodes

Urban Form & Design Principles

- Built form must contribute to a legible, safe and walkable neighbourhood, with buildings fronting onto streets, pedestrian routes, open spaces and green corridors.
- Higher buildings and densities should be concentrated along the main roads, public spaces and central portions of the development, while lower heights should be used along sensitive edges, including the Eskom servitude and N7 interface.
- Development should avoid inward-facing or isolated layouts; buildings should overlook the public realm to improve passive surveillance and safety.
- Residential areas should be designed as adaptable neighbourhood blocks or superblocks, with centrally located communal open spaces and clear pedestrian connections.
- Architectural and urban design responses should create a varied but coherent identity, avoiding a single homogenous built form across the site.

Public Realm & Open Space

- Public open spaces must be intentionally designed and not left as residual spaces between buildings.
- At least one meaningful green public open space should be provided as part of the development, incorporating active and passive recreation opportunities.
- Public open spaces should be overlooked by active building fronts, pedestrian routes and surrounding uses to improve safety and usability.
- Public spaces should include seating, shade, lighting, planting, low walls or other landscape elements that define the space while maintaining visibility.
- Public open spaces, schools, community uses and commercial activities should be clustered where possible to create active, safe and well-used public environments.

Edges, Interfaces & Buffers

- The N7 edge must be carefully managed through setbacks, noise-sensitive design, building orientation and appropriate edge treatment.
- The wetland and biodiversity corridor edges should be overlooked by buildings and pedestrian routes, with visual permeability and active interfaces where possible.
- The Eskom servitude should be treated as a green edge / buffer and potential NMT or recreational corridor, subject to Eskom requirements and restrictions on permanent structures.
- Transitions between higher-density development and surrounding residential areas should be softened through lower building heights, landscaping and appropriate setbacks.
- Blank walls, backs of buildings and continuous solid fencing along streets, open spaces and green corridors should be avoided.

Sustainability & Infrastructure

- Sustainable drainage systems, permeable surfaces, and soft engineering manage stormwater and support ecological function.
- Parking is integrated and subordinate to landscape, with permeable paving and distributed layouts.

Movement and Connectivity

- The main spine road must function as the principal access, public transport, pedestrian and NMT route through the site.
- Dumani Road and Barnsley Road must connect Annandale to Du Noon through the N7 underpasses and should be designed as safe, pedestrian-oriented streets.
- Public transport embayments should be located close to community, educational, commercial and public open space uses.
- Pedestrian and NMT routes should connect residential pockets to schools, civic facilities, retail areas, public open spaces, the wetland corridor and surrounding neighbourhoods.
- Internal access points should be aligned where possible to improve permeability and reduce isolated pocket

Overall Intent

- The overall intent is to create an inclusive, safe, walkable and sustainable human settlement that integrates affordable and open-market housing with community facilities, economic opportunities and a connected public realm.
- The layout must redress spatial separation by strengthening links to Du Noon, Richwood, Atlantic Hills and the wider transport network.
- Development must respond to the site's environmental constraints by using the wetland, biodiversity corridor and stormwater network as positive structuring elements.
- The site should develop as a neighbourhood of identity, positive public spaces, mixed uses and social and economic opportunity.

1.7. DEPARTMENTAL COMMENTS RECEIVED

The proposal for development was circulated internally for comments and no objections were received, however the following are some of the comments that were received:

DEPARTMENT	COMMENT
T.I.A. & Development Control	No objection All access & parking requirements will need approval from the Transport Department.
Development Management	No objection However, the above is based on the submission and approval of the required land use management applications, which should take into consideration City Policy and consideration criteria of the Municipal Planning By-Law, 2015, and other applicable legislation. Although the principle of disposal to obtain possible development proposals is supported it needs to be noted that the Cape Flats District Plan identifies the property as Core Biodiversity.
Economic Growth: Property Transaction - Immovable Property Planning	No objection The subject property comprises an irregular shaped portion of vacant land, is grassed over and is captured in IPARA as "Oyster Street, Annandale Farm (Low Income Housing Dev)". The following basic services and infrastructure encumber the subject property: Storage facility pond called Annandale Ridge Pond Stormwater drainage services Water & Sanitation services An SG approved water servitude (southern portion) The relevant Water, Sanitation and Electrical Departments are to be engaged for their input or comments regarding the impact, the above items would have on the proposed sale and future development of the subject property. The subject property is located in the Incremental Growth Area as per the MSDF within an area that has a mix of residential, industrial and business zoned properties. Should the property be accordingly rezoned and closure approved for the subject property, a residential development may be supported as per the intended usage.
Urban Mobility Roads Infrastructure Management	No objection The erven falling outside of the City's Rail sidings area and as a result, will have no impact on current and future activities on rail sidings.
TRANSPORT DIRECTORATE Roads Infrastructure & Management	No objection The RIM Department: Blaauwberg District will support the application on condition that: 1. Purchaser to ensure the stormwater is managed & disposed into the Stinke Rivier Tributary; 2. Pedestrian linkages with Dunoon under the N7 be formalised; 3. The RIM Department: Blaauwberg be included in the master planning of the Development.
Spatial Planning & Environment - Environmental Management Dept, Environmental & Heritage Management Branch	No objections. 1. The amended environmental authorisation for the Annandale development is subject to wetland- and biodiversity offsets, which ideally need to be authorised by the respective Competent Authorities. As such, the onus rest with the new owner to ensure that the necessary Environmental Authorizations are obtained from the Western Cape Government: Department of Environmental Affairs and Development Planning (DEA&DP) as the Competent Authority in terms of the NEMA and NWA in the Western Cape prior to the commencement of the proposed development.

	2. All on-site indigenous vegetation remnants and wetlands are to be conserved and protected until such time as the finalisation of the EA Amendment application process is concluded.
Community Services and Health Recreation and Parks Department	No objection The developer will be responsible for the provision of sufficient functional recreational space in accordance with the City's accepted norms and standards. Implementation/development of such required spaces shall be to the cost of the developer.

Tenderers should take into consideration the supporting documentation provided in packaging their tender submission, which emanates from feasibility and specialist studies undertaken, accessible on the links below:

Refer to LUMS report (Supplementary Document attached in the following links:

(a) ***https://web1.capetown.gov.za/web1/BigFilesAccess/DownloadBigFile.aspx?file=6840c1f4-da8e-4cb9-92e4-1e2d699f3ffb; and***

(b) ***https://web1.capetown.gov.za/web1/BigFilesAccess/DownloadBigFile.aspx?file=6f6fd6fc-1151-4491-9933-d51f75c67e0***

[These links will be available until 04-08-2026]. Tenderers should submit a request to CCT (Email: affordable.housing@capetown.gov.za) to access supplementary information which may be required to complete their bid submission.

1.7. TRADE NAMES OR PROPRIETARY PRODUCTS – Not Applicable

1.8. EMPLOYMENT OF SECURITY PERSONNEL – Not Applicable

1.9. FORMS FOR CONTRACT ADMINISTRATION – Not Applicable

C.6 SPECIAL CONDITIONS OF SALE

GENERAL TERMS OF SALE

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

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

1. **Corporate Approvals**

Within 15 (fifteen) days of the Signature Date, the board of directors of the Purchaser has approved and ratified the development of the Property, as contemplated in this Agreement.

2. **Regulatory and Funding Approvals**

2.1 Within 6 (six) months of the Signature Date, the Purchaser shall receive approval for funding for the projected capital costs of the development of the Property from a recognized financial institution or shall produce proof of funds, in such amount and on such terms and conditions acceptable to the Purchaser, and all transaction documents in respect of such funding have been concluded.

2.2 Within 6 (six) months of the Signature Date, the Purchaser shall provide the Seller with proof from a recognised financial institution of funds available for the Purchase Price or failing that, proof of own funds in a form acceptable to the Seller.

2.3 In the event that any application for funding in terms of this clause is rejected, the Purchaser shall notify the Seller in writing within 15 (fifteen) days of the Purchaser being notified of the outcome of the application.

2.4 Within 30 (Thirty) days of the fulfilment of the Conditions Precedent in clause 2.2, the Purchaser shall furnish the Seller with guarantees in respect of the Aggregate Purchase Price of the Property, in a form reasonably acceptable to the Seller or the Conveyancers.

2.5 The Purchaser shall use reasonable endeavours to procure fulfilment of the Conditions Precedent in respect of clause 2.2 as soon as reasonably possible after the Signature Date and shall, to the extent that such Conditions Precedent have been fulfilled prior to the expiry of the time period set out in clauses, furnish to the Seller with such documents evidencing the fulfilment of such Conditions Precedent to the Sellers satisfaction.

2.6 Unless all the Conditions Precedent have been fulfilled by no later than the relevant dates for fulfilment thereof, the provisions of this Agreement will not become of any force or effect and the status quo ante will be restored as near as may be possible and neither of the Parties will have any claim against the other in terms hereof or arising from the failure of the Conditions Precedent.

3. **Adherence to Development Programme Timelines**

3.1 The Purchaser shall strictly comply with all timelines, milestones and deliverables set out in the approved Development Programme ("the Programme").

3.2 Failure to adhere to the Programme shall constitute a breach of this Agreement unless such non-compliance is excused in terms of clause 4 below.

4. **Communication of Delays and Recovery Plan**

4.1 The Purchaser shall notify the Seller in writing and without delay, and in any event within five (5) business days of becoming aware of any actual or anticipated delay in meeting any milestone in the Programme.

4.2 Such notification shall be accompanied by—

4.2.1 a detailed explanation of the cause of the delay; and

4.2.2 a proposed recovery plan, outlining remedial measures and revised timelines to bring the Programme back on track.

4.3 The Seller reserves the right to accept, reject, or require amendments to the proposed recovery plan.

5. Revisions to the Development Programme

5.1 Any request by the Purchaser to revise, amend or extend any aspect of the Programme must be submitted to the Seller in writing, together with a full motivation demonstrating the necessity and impact of the proposed revision for consideration by the Seller.

5.2 No revision, amendment, or extension shall be valid unless approved in writing by the City.

5.3 Until written approval is granted, the Developer remains bound by the existing Programme.

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

5.4.1 The Seller sells to the Purchaser, and the Purchaser purchases the Property, subject to all the conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property and to all such other conditions and servitudes as may exist in regard thereto, including the provisions of any applicable town planning scheme.

5.4.2 The Sale shall comprise of the sale of the Property, although transfer of the sub-divided portions of the Property shall be transferred in a phased approach.

5.4.3 Upon sub-division of the portions of the Property by the Purchaser and election to proceed with the next phase of the development, the Purchaser shall pay for such sub-divided portion against registration of transfer of such portion.

5.4.4 The purchase price of such portion shall be determined by the Seller, calculated on a pro rata basis of the total Purchase Price taking the bulk rights into account in determining the pro rata price of the portion to be transferred including the escalation in terms of clause 5.9 which shall be applied to the portion being transferred.

5.5 The purchase price payable to the Seller by the Purchaser for the Property in terms of the Sale ("Purchase Price") is exclusive of VAT.

5.6 The Purchaser shall pay a deposit equal to 5% (five percent) of the Purchase Price within 60 (sixty) days of the Signature Date (the Deposit) which shall be held in trust on behalf of the Purchaser. The Deposit shall be repaid to the Purchaser if the Conditions Precedent are not fulfilled in terms of this Agreement or the Agreement is cancelled due to the Seller’s breach of a material term of the Agreement.

5.7 The Purchase Price of the Property (adjusted in terms of clause 5.9 or 5.10, if applicable) shall be paid by the Purchaser to the Seller against registration of transfer of ownership of each sub-divided portion of the Property against transfer into the name of the Purchaser.

5.8 As security for the payment of the Purchase Price, the Purchaser shall furnish the Conveyancers with a bank guarantee or guarantees as required and approved by the Seller or the Conveyancers, acting reasonably, payable to the Seller upon registration of Transfer of each sub-divided portion at such place or places as the Seller stipulates.

5.9 The Purchase Price of the Property shall be increased by 5% (five percent) per annum compounded annually on a pro rata basis commencing 6 (six) months after the date of closure of the tender (“Tender Closure Date”), until date of registration of Transfer ("Additional Amount") (the Purchase Price and the Additional Amount hereinafter referred to as the "Escalated Price") of each portion;

5.10 Should the Transfer Date of each portion be more than 36 (thirty six) months from Tender Closure Date, the Property shall be revalued by the Seller at the then market value ("New Valuation") and any amount in excess of the Purchase Price shall be the Additional Amount, which will be subject to an escalation of 5% (five percent) per annum compounded annually on a pro rata basis commencing 6 (six) months after the date of the New Valuation until the Transfer Date. For the avoidance of doubt the New Valuation shall be determined on the same basis in that the amended Purchase Price shall be determined using the same discount formula as the current determination.

5.11 Should the Purchaser amend the site development plan so as to increase the approved bulk on the site by more than 5% (five percent), then the Seller shall revalue the Property and shall notify the Purchaser in writing of this valuation (“Increased Amount”).

5.12 The Seller shall procure that the Conveyancers, not less than 14 (fourteen) days prior to the date on which the Conveyancers reasonably anticipate they will lodge the necessary documents for registration of transfer of each portion the Property in the Cape Town Deeds Office, provide the Purchaser with written notice reflecting the anticipated date of such lodgement, the anticipated Transfer Date of such portion and the Additional Amount or Increased Amount, as applicable, (including VAT thereon). The Purchaser shall deliver to the Conveyancers, by no later than such anticipated lodgement date, a bank guarantee for payment of the Additional Amount, or Increased Amount, on the Transfer Date or pay such amount to the Conveyancers to be held in a trust pending Transfer (“Total Amount”). To the extent that there is –

5.13 an overpayment in respect of the Total Amount on the respective Transfer Date, the Conveyancers are hereby instructed to refund the applicable surplus amount to the Purchaser by no later than the day following the Transfer Date; or

5.14 an under payment in respect of the Total Amount on the Transfer Date, the Purchaser shall pay an amount equal to the applicable shortfall to the Seller by no later than the day following the Transfer Date.

5.15 In the event of the Purchaser electing to pay any of the Total Amount to the Conveyancers in terms of clause 5.12 the Conveyancers are instructed to invest such amount with a recognised bank of their choice on the basis that –

5.15.1 it is invested in an interest-bearing account.

5.15.2 the interest-bearing account contains a reference to section 86(4) of the Legal Practice Act, No 28 of 2014 ("Legal Practice Act"); and

5.15.3 save for such portion thereof as is payable to the Legal Practitioners' Fidelity Fund in accordance with the provisions of section 86(5)(b) of the Legal Practice Act (being 5% (five percent) (thereof), the interest which accrues on such investment is to be for the benefit of the Purchaser.

5.16 Save as may be recorded herein, the Seller furnishes no warranties to the Purchaser whatsoever regarding the Property and the Purchaser purchases same voetstoots.

5.16.1 Without limiting the generality of the aforegoing, the Parties agree that the Seller —

5.16.2 shall not be required by the Purchaser to point out the beacons, pegs, boundaries or boundary marks of the Property to the Purchaser; and

5.16.3 shall not be liable to the Purchaser if the extent of the Property is found to differ from that stated in the title deed.

5.17 Possession and vacant occupation of the Property will be given to the Purchaser simultaneously on the respective Transfer Dates, from which date the registered portion of the Property will be at the sole risk, loss or profit of the Purchaser, and the Purchaser will, from such date, be liable for all rates, taxes and other charges in respect of the Property. For purposes of this Agreement, "vacant occupation" means that there shall be no tenants or other occupiers (whether or not occupation is authorised).

5.18 Notwithstanding clause 5.17, the Parties record that it is the intention that the Purchaser should be entitled to commence the development of the Property as soon as reasonably possible after the Signature Date and upon fulfilment of the Conditions Precedent and that the Purchaser shall, accordingly, be entitled to request the Seller to grant it possession and vacant occupation of the Property prior to the Transfer Date thereof before granting its consent, in which event –

5.18.1 the Seller shall consider progress by the Purchaser, and should the Seller be satisfied, it shall grant the Purchaser possession and vacant occupation of the Property or any portions thereof;

5.18.2 all risk in and benefit of such Property will pass to the Purchaser on the Occupation Date;

5.18.3 the Purchaser shall pay occupational rental in the amount equal to 6% (six percent) of the Purchase Price per annum from the date of actual occupation of the Property up until the Transfer Date. The occupational rental shall be paid monthly in advance to the Conveyancers;

5.18.4 the Purchaser shall pay all rates, taxes and other charges in respect of such Property from the Occupation Date;

5.18.5 the Seller or the Seller's duly authorised agent is entitled to inspect such Property at all reasonable times; and

5.18.6 the Purchaser will be obliged to vacate such Property upon termination of this Agreement; it being agreed that no tenancy is created by such prior occupation.

5.19 Subject to the fulfilment or waiver of the Conditions Precedent, transfer of the first portion shall be effected by the Conveyancers no later than 12 (twelve) months after the Occupation Date as determined in terms of clause 5.18 after the Purchaser has delivered the guarantee/s referred to in clauses 5.12 and 5.15 and has paid the costs and charges referred to in clause 5.18 and 5.20 and has otherwise complied with the provisions of this Agreement.

5.20 Transfer shall be effected at the cost of the Purchaser who shall, on demand from the Conveyancers –

5.20.1 pay all costs and charges incidental to the transfer of the portions of the Property, including transfer duty (where applicable) the request for which will not be made prior to lodgement; and

5.20.2 sign all documents required to be signed by the Conveyancers in order that transfer may be effected.

5.21 The Purchaser shall not sell or otherwise dispose of the Property, or any portion thereof, nor cede any right or assign any obligation under this Agreement prior to the Transfer Date without the prior written consent of the Seller.

5.22 The Seller is a VAT vendor and that the sale of the Property in terms of this Agreement constitutes a taxable supply as contemplated in the VAT Act, and that VAT is payable in respect thereof; and

5.23 The purchase price of the Property is exclusive of VAT and the Purchaser shall pay such VAT as may be payable to the Seller on registration of transfer of the portion of the Property being transferred to the Purchaser or the Conveyancers.

5.24 As security for the payment of such VAT, the Purchaser shall within the time period/s specified in clause 5.12 furnish the Conveyancers with a bank guarantee in accordance with the provisions of clause 5.12 which apply mutatis mutandis to secure the payment of VAT.

5.25 The Purchaser shall provide the Seller with a report on an annual basis, on or before 30 June of each year, or on such date as agreed between the parties, a schedule of new and amended lease agreements in order for the City to monitor the affordability of the units in terms of the Council adopted affordable housing definition.

5.26 The Purchaser shall provide monthly progress reports in terms of the agreed development programme.

5.27 The Seller has agreed to sell the Property at a discounted price relative to the market value to assist the Purchaser, as developer, furthering the Seller’s objective of leveraging its immovable properties assets to create affordable housing opportunities.

5.28 The Property will be transferred to the Purchaser subject to certain conditions to be registered against the title deeds of the Property being:

5.28.1 a right of reversion in favour of the Seller in the event of the development, not being commenced within a period of 5 (five) years reckoned from the Transfer Date, or any such extended date, determined to by the Seller, after a written notice from the Seller calling upon the Purchaser to commence development of the Property, following the expiration of the initial 5 (five) year period (Remedy Period).

5.29 In the event of the Seller becoming entitled and electing to exercise its right in terms of clause 5.28 the Seller shall do so by means of notice in writing to the Purchaser having given notice within 60 (sixty) days of the expiry of the Remedy Period should the Purchaser have failed to commence development of the

Property as aforesaid, in which event the Purchaser shall be deemed to have sold and the Seller to have purchased the Property for an amount equal to the Purchase Price, the Additional Amount or the total Amount as the case may be) and the Purchaser shall take all such steps as are reasonably possible in order to procure the transfer of ownership of the Property to the Seller, against payment of such amounts, as soon as reasonably possible after receipt of such notice. The cost of such transfer shall be borne by the Purchaser.

5.30 Should the Purchaser not complete the development within 10 (ten) years of the last Transfer Date and in any event not later than 15 (fifteen) years after the first Transfer Date, or such later date as agreed between the Parties in writing, then the Purchaser shall be obliged to pay compensation to the Seller in an amount equal to the difference between the Purchase Price paid and the prevailing market value of the Property, without improvements, as at the date of default.

5.31 Prior to the expiry of the period/s contemplated in clause 5.30 , should the Property not be used for Affordable Rental Housing purposes, no less than 30% for rental purposes with a retention of 20 years, or should the Purchaser at any time cease to use the Property for Affordable Rental Housing purposes, this shall be deemed a default and allow the Seller to step-in and the Property and any improvements thereon shall revert to the Seller without payment of compensation for such Property and improvements thereon made by the Purchaser. The cost of such transfer to the Seller shall be borne by the Purchaser. Alternatively, the Purchaser or its successor in title may request cancellation of this restrictive condition against payment to the Seller of the difference between the Purchase Price, including any increases thereto and the then prevailing market value of the Property, subject to the approval of the Seller which approval shall not be unreasonably withheld or delayed. Such payments are to be made within 30 (thirty) days of such election by Purchaser.

5.32 The Purchaser has the right, by giving written notice to the Seller within 30 (thirty) days from the Signature Date and before fulfilment of the condition precedent, to nominate any associated entity (Nominee) to acquire the Property as the Purchaser in its place, on the basis that:

5.32.1 such written notice shall be delivered to the Seller and shall clearly and fully describe and furnish complete details of the Nominee, its directors and shareholders;

5.32.2 the written notice shall be accompanied by a written agreement (in a form acceptable to the Seller, acting reasonably and in good faith) in terms of which the Nominee agrees to assume all of the rights and obligations of the Purchaser in terms of this Agreement; and

5.32.3 the Purchaser shall be jointly and severally liable with the Nominee for the fulfilment of all and any obligations of the Nominee towards the Seller in terms of this Agreement and shall remain a party to this Agreement for such purpose.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract or order.

1.9 ‘Delivery ex stock’ means immediate delivery directly from stock actually on hand.

1.10 ‘Delivery into consignee’s store or to his site’ means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 ‘Dumping’ occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 ‘Force majeure’ means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 ‘GCC’ means the General Conditions of Contract.

1.15 ‘Goods’ means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 ‘Imported content’ means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘Order’ means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

1.24 ‘Services’ means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 ‘Written’ or ‘in writing’ means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and/or person restricted by the purchaser;

(ii) the date of commencement of the restriction;

(iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty "Not Applicable"

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)		
DIRECTORATE:		DEPARTMENT:		
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:		
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL	
			WORK	

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

Annexure C - Pro Forma Performance Security/ Guarantee – "Not Applicable"

Annexure D - Pro Forma Advance Payment Guarantee – “Not Applicable”

Annexure E - Approved Financial Institution as of 13 August 2025

1.1 National Banks

- ABSA Bank Limited
- Firstrand Bank Limited
- Investec Bank Limited
- Nedbank Limited
- Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa) q

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

1.3 Insurance Companies

- American International Group Inc (AIG)
- Bryte Insurance Company Limited
- Coface SA
- Compass Insurance Company Limited
- Credit Guarantee Insurance Corporation of Africa Limited
- Guardrisk Insurance Company Limited
- Hollard Insurance Company Limited
- Infiniti Insurance Limited
- Lombard Insurance Company Limited
- Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
- New National Assurance Company Limited
- PSG Konsult Ltd (previously Absa Insurance)
- Regent Insurance Company Limited
- Renasa Insurance Company Limited
- Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

Pricing Instructions:

1 The purchase price will be subject to escalation at a rate of 5% per annum compounded annually, on a pro-rata basis, commencing six months from date of closure of tender until date of registration;

2 The Purchase Price will be subject to review in the event that the properties have not been transferred within 36 months from the date of valuation.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms ____________________________, of the authorised entity ________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____________________________

   Financial Institution:_________________________Branch Code:________

   Account No.: ________________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule.*

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years) By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

2.2 If YES, provide particulars:

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

YES		NO	

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

YES		NO	

If YES, furnish particulars below

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

______________________________   ______________________________ Signature

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

Schedule F.4: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 90/10 preference point system.

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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

90/10

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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 the 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 the 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 the 90/10 preference point system.

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)		Number of points claimed (90/10 system)	
Promotion of Micro and Small Enterprises	4			
Enterprise Supplier Development and Socio-Economic Development	3			
Skills Development OR Employee Share Scheme	3			

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…………………………………………………………………….

5.4 Company registration number: …………………………………………………………...

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

[Tick applicable box]

5.6 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 4.1 and 4.2, the Supplier 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 Supplier, 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 of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	**To be Completed by the Tenderer**	
	Refer to “Notes for verification”	**Amount Declared (excluding VAT)**
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio-Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR **SG3.2** Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.*

Signature of Tenderer (Authorised to represent the tenderer)	**Date**	**Name and Surname**	**Address**

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  Promotion of Micro and Small Enterprises
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  Enterprise Supplier Development and Socio-Economic Development
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  Skills Development
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total Profit
  Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  Employee Share Scheme
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths (Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio-Economic Development Expenditure;
  (v) Total Skills Development Expenditure

Note 2

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:
(i) Total Turnover
(iv) Total Expenditure
(vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

Note 3

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end ____________________________

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end ____________________________

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths

Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period • Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or • Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or • Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable option).** (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).** (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
1.1 persons in the service of the state[1], or
1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

3.1 Full Name of tenderer or his or her representative: ____________________________________

3.2 Identity Number: ____

3.3 Position occupied in the Company (director, trustee, shareholder[2]): ______________________

3.4 Company or Close Corporation Registration Number: __________________________________

3.5 Tax Reference Number: ____

3.6 VAT Registration Number: ____

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**
3.8.1 If yes, furnish particulars: ____

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
3.9.1 If yes, furnish particulars: ____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
3.10.1 If yes, furnish particulars: ____

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
3.11.1 If yes, furnish particulars: ____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.12.1 If yes, furnish particulars: ____

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

3.13.1 If yes, furnish particulars: ____

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

3.14.1 If yes, furnish particulars: ____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO** 3.15.1 If yes, furnish particulars: ____

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

3.16.1 If yes, furnish particulars: ____

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

Full Name	Identity Number	State Employee Number

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

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

______________________________ ______________________________

Signature

Print name: Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

______________________________ ______________________________ Signature

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

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;

b) been convicted for fraud or corruption during the past five years;

c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

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

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

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

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

____________________________ ____________________________

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

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: ______________________
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

______________________________ ______________________________ Signature

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **27P/2026/27** and tender description: **CALL FOR PROPOSALS FOR THE SALE AND DEVELOPMENT OF REMAINDER OF ERF 36554, MILNERTON SITUATED AT 13 OYSTER STREET ANNANDALE FARM, CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: ____ (Name of tenderer) that:

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

___________________________________ ___________________________________ Signature

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

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

Schedule F.10: Proposed Deviations and Qualifications by Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

________________________________   ________________________________ Signature

Print name: Date

On behalf of the tenderer (duly authorised)

Schedule F.11: List of Other Documents Attached by Tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.13: Information to Be Provided with the Tender

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

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

SIGNED ON BEHALF OF TENDERER:

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed by official cash receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _______________

DATE: ____________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed by official cash receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _______________

DATE: ____________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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