



City of Ekurhuleni

REAL ESTATE DEPARTMENT

CONTRACT NUMBER: P-RE 01-2019

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PUBLISHED IN GOVERNMENT GAZETTE NO. 40553 OF 20 JANUARY 2017)

CALL FOR PROPOSALS IN RESPECT OF THE PERMANENT DISPOSAL OF ERF 20908 VOSLOORUS EXTENSION 28 TOWNSHIP FOR A MIXED-USED DEVELOPMENT WITH A PRIMARY FOCUS ON FAITH BASED ORGANISATIONS.

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section) 68 Woburn Avenue BENONI 1501 Private Bag X 65 BENONI 1500 Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Department: Real Estate Division: Property Management Kempton Park Civic Centre P O Box 13 KEMPTON PARK 1620 Mr Rian Botes Email: Rian.Botes@ekurhuleni.gov.za	Department: Real Estate Division: Property Management Kempton Park Civic Centre P O Box 13 KEMPTON PARK 1620 Ms. Mabela C. Jonathan Email: Rian.Botes@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e. Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____

ENQUIRIES:

REAL ESTATE DEPARTMENT (PROPERTY MANAGEMENT DIVISION)

Head Office – Kempton Park Customer Care Area

Contact Person: Rian Botes

E-mail: Rian.Botes@ekurhuleni.gov.za

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To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in this bid document.

Supporting documents must be sealed and externally endorsed **BID NUMBER: P-RE 01-2019** and placed in **Bid Box Number FOUR (04)** Ground Floor, Finance Head Office, 68 Woburn Avenue, Benoni, **not later than the closing date and time as advertised at which hour** the bids will be opened in public in the Conference Room, Ground Floor at the above-mentioned address.

The City of Ekurhuleni (CoE) reserves the right not to consider any bid not suitably endorsed or comprehensively completed.

The following documents must be completed and signed where applicable and submitted as a complete set:

- FORM A - General Conditions and Undertakings
- FORM B - Details of Bidder
- FORM C - Bid Declaration
- FORM D - Declaration of Interest
- FORM E - Specification
- FORM F - Price Schedule
- FORM G - Declaration of Bidders' past Supply Chain Practices
- FORM H - Adjudication of Bids

The following further documents are attached hereto:

- SCHEDULE 1 - General Information, Background and Instructions
- SCHEDULE 2 - Scope of Project Proposal
- SCHEDULE 3 - Standard and Special Conditions
- SCHEDULE 3 - Information Required from all Bidders
- SCHEDULE 5 - Deed of Sale
- SCHEDULE 6 - Additional Administrative Details

- APPENDIX A - Locality Plan
- APPENDIX B - Zoning Certificate

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid” and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in this bid document including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for in this policy.)

1. If a **VALID ORIGINAL** Tax Clearance Certificate or copy or TCS Pin number thereof has not been submitted with the bid document on closing date of the bid (**an expired Tax Clearance Certificate submitted at the closure of the bid will NOT be accepted**). As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit a valid tax clearance certificate with their bid will be requested in writing to submit their tax clearance certificate within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.
Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
2. If any pages that will affect the evaluation of the bid have been removed, and have therefore not been submitted.
3. Failure to complete **Form F - Price Schedule** as required and not signed by the authorized signatory.
4. Scratching out, writing over or painting out words/numbers/rates without initialling next to the amended information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. Tippex) or any erasable ink, e.g. pencil.
6. The bid has not been properly signed by a person having the authority to do so (**Refer to Declaration – Form D**).
7. Particulars required in respect of the bid have not been completed, except if information required on the Preferencing Schedule in respect of HDI Equity and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
8. The Bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the bid.
9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
10. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than **three** months.
12. If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that no award may be given to a person –

who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

14. Bid offers will be rejected if the Bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
15. Bid offers will be rejected if the Bidder has abused the CoE's Supply Chain Management System and action was taken in terms of paragraph 38 of the CoE SCM Policy.
16. Non-submission of financial statements, if required.

PLEASE NOTE:

- **IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.**
 1. Seller, Council, City of Ekurhuleni (CoE).
 2. Bid, Tender and variations thereof
 3. Joint Venture / Consortium
- The prices which Bidders are prepared to offer for the purchase of property must be inserted in the column on **Form F – Price Schedule** provided for that purpose.
- Bidders must sign **Form E – Specification** contained in this bid document in full and on acceptance of a bid by the CoE, the standard and special conditions of sale, specification, declarations and price schedule contained in this bid document will be deemed to be the conditions of contract between the parties.
- **FAILURE TO COMPLETE ALL BLANK SPACES IN THE FORMS AND TO ATTEND TO THE OTHER DETAILS MENTIONED HEREIN WILL RENDER THE BID LIABLE TO REJECTION.**
- **ANY COMPLETION OF THE BID DOCUMENT IN ERASABLE INK (INCLUDING PENCIL) OR BY MAKING USE OF CORRECTION FLUID (i.e. TIPPEX) WILL RENDER THIS BID INVALID.**

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ADVERTISED IN: SOWETAN
PUBLISHING DATE: 16 NOVEMBER 2018
NOTICE/REF. NO.: PRN 17/2018

CITY OF EKURHULENI

Bids are hereby invited for the following:

REAL ESTATE DEPARTMENT

Property Management

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
P-RE 01-2019	Call for Proposals in respect of the permanent disposal of Erf 20908 Vosloorus Extension 28 Township for a mixed-used development with a primary focus on faith based organisations.	R 250.00	07 MAY 2019

Bidders must note that this bid may be awarded to more than one bidder.

PRE-QUALIFICATION CRITERIA

In terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations, 2017 - the following is applicable:

Pre-qualifying criteria (Section 4. (1)) to advance certain designated groups, that only the following tenderers may respond-

- (a) **Companies with minimum of B-BBEE status level (04) FOUR contributor.**

NB! A tender that fails to meet the pre-qualifying criteria stipulated in the tender document will not be considered for further evaluation and will therefore be rejected.

Acceptable bids will be evaluated by using a system that awards points on the basis of **100 points** for bid price and functionality as contained in the Bid Document.

PLEASE NOTE THAT A VALID ORIGINAL OR COPY OR TCS PIN NUMBER OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT

Bid documents will be available as from **12:00 on MONDAY, 19 November 2018, and thereafter on weekdays from 08:00 until 15:00 ONLY**, upon payment of a **cash** non-refundable document fee of **R250-00 per set**, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567) **Please note that all bid documents are also available for download on our website for free in any colour paper.**

An information session will be held at **10:00 on TUESDAY, 27 NOVEMBER 2018**. Prospective bidders are requested to meet on the said date and time at: **KEMPTON PARK CUSTOMER CARE CENTRE, COUNCIL CHAMBERS, CORNER C.R. SWART DRIVE, AND OLD PRETORIA ROAD, KEMPTON PARK**. Bid documentation will **not** be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number FOUR (04)**, on the Ground Floor, 68 Woburn Avenue, Benoni, not later than **10:00 on TUESDAY, 07 MAY 2019**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr. Rian Botes at e-mail address Rian.Botes@ekurhuleni.gov.za

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

**DR. I. MASHAZI
CITY MANAGER
COE**

FORM A

CITY OF EKURHULENI GENERAL CONDITIONS AND UNDERTAKINGS:

1 1.1 DEFINITIONS:

- 1.1.1 “**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.
- 1.1.2 “**Accounting Officer**” in relation to the Municipality, means the Municipal Manager.
- 1.1.3 “**Bid/bid**” means an offer to purchase a property from the CoE at a specified price and to develop such a property in terms of the guidelines contained in the bid document.
- 1.1.4 “**Bidder**” means any person offering to purchase a property from the CoE and/or to supply goods or services to the CoE.
- 1.1.5 “**CoE**” shall mean the City of Ekurhuleni.
- 1.1.6 “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.1.7 “**CM**” shall mean City Manager of the CoE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998.
- 1.1.8 “**Corrupt activities**” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004).
- 1.1.9 “**Day**” means calendar day.
- 1.1.10 “**Disposal**” in relation to a capital asset, includes:
- (i) the demolition, dismantling or destruction of the capital asset; or
 - (ii) any other process applied to a capital asset which results in loss of ownership of the capital asset otherwise than by way of transfer of ownership.
- 1.1.11 “**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.12 “**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 noncompetitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.1.13 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.14 “**Historically disadvantaged individuals (HDIs)**” means all South African citizens”
- (i) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of

- 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- (ii) who is a female; and / or
 - (iii) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

- 1.1.15. **“HOD”** shall mean the Head of Department of the Department in the CoE responsible for this bid or her/his duly authorised representative.
- 1.1.16 **“Letter of acceptance”** means the written communication by the CoE to the Bidder recording the acceptance by the CoE of the Bidder's bid subject to the further terms and conditions to be included in the agreement.
- 1.1.17 **“Purchase price”** means the price payable to the CoE under the contract for the full and proper performance of his contractual obligations.
- 1.1.18 **“Purchaser”** means the bidding entity submitting a bid for the purchase of the Property.
- 1.1.19 **“Property”** means the immovable capital assets that the CoE intends to sell.
- 1.1.20 **“SMME’s”** (small, medium and micro enterprises) refers to separate and distinct business entities, including cooperative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME's for different economic sectors.
- 1.1.21 **“Seller”** means the CoE being the registered owner of the property sold.
- 1.1.22 **“Transfer”**, in relation to a capital or subsidiary asset, means transfer of ownership in the asset as a result of a sale or other transaction.
- 1.1.23 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

- 2.1.1 to purchase the property described in the attached documents [Forms, Schedule(s) and/or Annexure(s)] to the CoE;
- 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 2.1.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the CoE during the validity period indicated and calculated from the closing time of the bid;

- 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
- 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
- 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the CoE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the CoE;
 - 2.2.3.2 in such event, I/we will then pay to the CoE any additional expense incurred by the CoE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
 - 2.2.3.3 the CoE shall also have the right in these circumstances, to recover such additional expenditure by setoff against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
 - 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the CoE may retain such monies, guarantee or deposit as security for any loss the CE may sustain, as determined hereunder, by reason of my/our default.
- 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or email has been sent, shall be treated as delivery to me/us.
- 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of the relevant CCC in respect of any action whatever arising from this contract.

2.3 I declare that I have participation/no participation in the submission of any other offer for the purchase of the property(ies) described in the attached documents. **If your answer here is in the affirmative, please state the name(s) of the other Bidder(s) involved:**

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GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies to which the CoE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the CoE:
- 4.1 Supply Chain Management Policy;
 - 4.2 Preferential Procurement Policy
 - 4.3 Land Disposal Framework Policy
- Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the CoE's Requests for Bids.
- 5 Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid.
- 6 Bid prices must be submitted on the official bid Form F – Schedule of Prices form which must be filled in and completed in all respects.
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.
- 12 Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid.
- 13
- 13.1 All Bidders are advised that it is an express Condition of bid that all Bidders will be required to show, as part of their bid, that the Bidder, or in the case of an artificial or juristic person including its trustees, members or directors as the case may be are in good standing in respect of any levy, rates, fine, service charge or the like due to the CoE or any other municipality or municipal entity.
 - 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the CoE, as contemplated in this clause which arises after the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the CoE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the CoE.

13.3 The books and records of the CoE, or any extracts there from certified by the CM or other officer authorised thereto by the CoE shall, for the purposes of this clauses be prima facie evidence of the amounts lawfully owing to the CoE.

13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the CoE and/or to any CCC located within the area of jurisdiction of the CoE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

14 The CoE shall not be obliged to accept the lowest or any bid. The CoE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and bylaws of the CoE that might have application on the Bidder's activities in terms hereof.

16 Neither the CoE nor any official in the CoE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 **DETAILS OF OFFERS MADE**

17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;

9.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

9.3 **ADJUDICATION OF BIDS**

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form H, included in this bid document.

Form F – Price Schedule, must be completed by Bidders and submitted together with their bid documents by the closing date and time of the bid.

GENERAL CONTRACTUAL UNDERTAKINGS

18

INDEMNITY

- 18.1 Without prejudice to any of the rights of the CoE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the CoE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the CoE) which the CoE may suffer as a result of or which may:
- 18.1.1 be attributable to
- 18.1.1.1 any liability of the Bidder, whether actual or contingent;
 - 18.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 18.1.1.2.1 normal taxation;
 - 18.1.1.2.2 value added tax;
 - 18.1.1.2.3 minimum or secondary taxation on companies;
 - 18.1.1.2.4 all other forms of levies or taxation.
 - 18.1.1.3 any penalties or interest as a result thereof.
 - 18.1.1.4 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;
- 18.2 The Bidder undertakes to indemnify the CoE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Bidder as a consequence of the negligence of the Bidder, its employees, members or any persons under its control;
- 18.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the CoE or any person for whose actions the CoE is legally liable.

19

ACCEPTANCE

- 19.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;**
- 19.2 The written approval of this bid by the CoE, by way of letter of acceptance, shall constitute a contract binding on both parties;
- 19.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

20 **PRICE**

The purchase price quoted shall be net and **VAT exclusive**.

21 **BREACH**

21.1 Should either the Bidder or the CoE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

21.2 Should any party permit a nonmaterial breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

22 **GENERAL**

22.1 Unless otherwise indicated in the bidding documents, the Seller shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

22.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

23 **TERMINATION FOR DEFAULT**

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

- i. if the successful Bidder fails to meet any or all of the obligations within the period(s) specified in the contract,
- ii. if the successful Bidder fails to perform any other obligation(s) under the contract; or
- iii. if the successful Bidder, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 If the CoE intends imposing a restriction on a successful Bidder or any person associated with the Bidder, the Bidder will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the successful Bidder fail to respond within the stipulated fourteen (14) days the CoE may regard the Bidder as having no objection and proceed with the restriction.

- 23.4 Any restriction imposed on any person by the CoE will, at the discretion of the CoE, 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 CoE actively associated.
- 23.5 If a restriction is imposed, the CoE must, within five (5) 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 CoE;
 - ii the date of commencement of the restriction;
 - iii the period of restriction; and
 - iv the reasons for the restrictions

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

- 23.6 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 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 **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.

25 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of all other parties to this agreement, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

26 **SEVERABILITY OF THE CONTRACT TERMS**

- 26.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;
- 26.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

26.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the of execution of this agreement.

27 **WAIVER OF RIGHTS**

27.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

27.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

27.3 In the event of a party having concluded such a written document same shall be strictly construed.

28 **CESSION OF RIGHTS**

28.1 Save as is otherwise expressly stipulated in this agreement, this agreement is personal to the parties;

28.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

29 **DOMICILE & NOTICES**

29.1 The parties choose their domicile for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving any process, as follows

29.1.1 The City of Ekurhuleni

Physical	-	Finance Head Office 68 Woburn Avenue Benoni 1501
Postal	-	Private Bag X65 Benoni 1500

29.1.2 [THE BIDDER] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

Postal Code

Postal Address

.....

.....

.....

Postal Code

E-Mail:

29.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante)

within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

- 29.3 Any notice given or any payment made by any party to any other ("addressee") which is
- 29.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
 - 29.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 29.4 Any notice given by any party to any other which is sent by e-mail to the addressee's e-mail domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 29.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 29.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

30 **APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved, the Magistrate Court for the relevant district within the CoE shall have jurisdiction in respect of any action whatever arising from this contract.

31 **DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the CoE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or default by the Bidder, then in any of such event the CoE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder failed to comply with the notice within the period specified therein, then and in such case the CoE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the CoE may sustain by reason of such action as the CoE may take in terms of this clause.

32 **FALSE INFORMATION**

Should it come to the attention of the CoE that false information has been given in whatever way with the intention of the Bidder/Contractor to position him/her to be awarded the bid/contract, the CoE holds the right to disqualify the bid and/or terminate the contract.

---o0o---

FORM B:
DETAILS OF BIDDER

Name of Bidder: _____

Registration number: _____

Mark type of registration: Company CC Trust NGO

Other, state _____

--- A copy of the registration documentation must be attached as **Annexure A**.

Postal address: _____

Tel: _____ Cellular phone: _____

E-mail: _____

Fax: _____

Full names of person authorized to act on behalf of Bidder:

--- The resolution of the Company/CC/Trust/ must be attached, as **Annexure B** and a Power of Attorney must be attached, as **Annexure C** [these documents must authorize the named person to submit this bid and to enter into agreements with the CoE should the bid be successful].

BIDDER'S BANKING DETAILS

Name of Bidder's banker: _____

Contact details of banker: _____

SARS TAX CLEARANCE CERTIFICATE

Tax Reference number: _____

An original valid tax clearance certificate must be attached as **Annexure D**.

RATES AND TAXES

Address of Bidder:

Erf Number _____

Township/Suburb _____

Town/City _____

Account Number _____

Is the above property owned by the Bidder? Yes No

--- Attach a copy of an up-to-date (overdue payments of less than 90 days) Rates Account **OR** proof (letter from landlord/copy of Rental Statement) that the Bidder does not own the above property, as **Annexure E**.

MUNICIPAL SERVICES

Does the Bidder have a contract with the CoE for the provision of municipal services (water and electricity)? Yes No

--- Attach a copy of an up-to-date (overdue payments of less than 90 days) Services Account **OR** proof (letter from landlord/copy of Services Statement) that the Bidder does not own the above property, as **Annexure F**.

Signature of person authorized to sign bid documents

Name in block letters

Designation

Date

---o0o---

FORM C:
BID DECLARATION

To: The City Manager
City of Ekurhuleni
Private Bag X1069
GERMISTON
1400

Madam,

I/We, the undersigned:

- (a) bid to purchase from the CITY OF EKURHULENI (CoE) the property described in **Form F** contained in this bid document;
- (b) acknowledge that the information furnished is true and correct;
- (c) accept that, in addition to the cancellation of the contract, action may be taken against me should this declaration prove to be false;
- (d) agree that I/we will be bound by the standard and special terms and conditions of sale, specification and price/s stated in **Forms A, E and F** as contained in this bid document,
- (e) further agree to be bound by the standard and special conditions of sale set out in **Schedules 3 and 5** contained in this bid document, should this bid be accepted;
- (d) confirm that this bid may only be accepted by the CoE by way of a duly authorised letter of acceptance;
- (e) declare that I/we am/are fully acquainted with this bid document and the contents thereof and that I/we have completed and signed/initialled **Forms A, B, C, D, E, F, G and H** contained in this bid document;
- (f) declare that all amendments to this bid document have been initialled by the relevant authorized person and that the document constitutes a proper contract between the CoE and the undersigned;
- (g) accept that in the event of the bid being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the CoE that the claims are correct. If the claims are found to be inflated, the CoE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the CoE as a result of the award of the contract and/or cancel the contract and claim any damages which the CoE may suffer by having to make less favourable arrangements after such cancellation;
- (h) I acknowledge and agree that the CoE may perform additional checks and investigations which include but are not limited to credit checks, reference checks, validation of documents received etc. as well as calling for additional documentation, security or suretyships. All other checks in compliance with legislation (e.g. the National Credit Act) shall also be done without my permission;
- (i) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the CoE;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors to the CoE or to any other municipality or municipal entity are in arrears for more than three (3) months;

- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous bid(s) with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory;
- (l) I understand that the CoE does not warrant that my bid shall be successful; and
- (m) The submission of this bid and the possible acceptance thereof by the CoE does not entitle me to occupy any CoE-owned land illegally, neither does it create any legitimate expectation that the Property will be sold to me.

Signed at this day of 20.....

Name of Authorized Person: _____

Authorized Signature: _____

Name of Bidder: _____

Date: _____

As witnesses:

1. _____
2. _____

---o0o---

FORM D:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 the service of the state, it is required that the Bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:.....
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state*? **YES / NO**
 - 3.6.1 If so, furnish particulars:
.....
 - 3.7 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.7.1 If so, furnish particulars:
.....

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

3.8 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.8.1 If so, furnish particulars:

.....

3.9 Are you aware of any relationship (close family member, partner or associate) between a Bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars:

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state? **YES / NO**

3.10.1 If so, furnish particulars:

.....

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

3.11.1 If so, furnish particulars:

.....

NAME IN FULL

SIGNATURE

---o0o---

FORM E:
SPECIFICATION

1. GENERAL INFORMATION

The Council, at its meeting held on 26 July 2018 under Item A-RE (05-2018) considered the permanent disposal and transfer of Erf 209058 Vosloorus Extension 28 Township. At the said meeting, the CoE's Council resolved in terms of the Municipal Finance Management Act 56 of 2003 and Asset Transfer Regulations 2008 to sell the said immoveable capital asset by means of a **Request for Proposal**.

The permanent disposal and transfer of the immoveable capital asset is subject to the standard conditions of sale contained in **Schedule 3: Standard and Special Conditions** of this document as well as the following conditions:

- 1.1 The reserve price of the property is as indicated in **Form F: Price Schedule** contained in this bid document and any offer below this reserve price shall not be considered.
- 1.2 The use of the property shall be for the development of a Khotsong Precinct containing a combination of land uses as per **Schedule 2: Scope of Project Proposal**

Special Conditions:

Special conditions relevant to the development of Erf 20908 Vosloorus Extension 28 Township are listed in **Schedule 3** contained in this bid document.

Signature of person authorized to sign bid documents

Name in block letters

Designation

Date

---o0o---

FORM F:
PRICE SCHEDULE

I, the undersigned, (Bidder)

.....

***in my capacity as**

.....

***acting on behalf**

of

in terms of the resolution passed at on theday of

..... **20..... (*delete if not applicable)**

do hereby bid to purchase from the City of Ekurhuleni, the property described below:

DESCRIPTION:	BID PRICE (EXCLUDING VAT)	AMOUNT IN WORDS
Erf 20908 Vosloorus Extension 28 Township	R	

subject to the general contract conditions, standard conditions and special conditions of sale attached hereto and specifically subject to the following conditions, namely:

1. Any bid submitted shall remain valid, irrevocable and open for written acceptance for a period of **120 (one hundred and twenty) days** from the closing date. The submission of a bid shall be deemed to constitute a contract between the CoE and the Bidder whereby the latter agrees not to withdraw this bid or to amend it or derogate from its effect during the aforesaid period of **120 (one hundred and twenty) days**. The Bidder further undertakes to enter into a formal sale agreement within **21 (twenty-one) days** of written notification that the bid has been accepted.
2. This bid remains open for acceptance by the CoE for a period of **120 (one hundred and twenty) days** from the closing date as advertised.
3. This bid document shall on acceptance of my bid by the CoE not constitute a valid Deed of Sale. The conditions of sale shall be as set out in the Deed of Sale.

PLEASE NOTE:

Council, acting in terms of Section 14(2)(b) of the Municipal Finance Management Act 56 of 2003, has determined and confirmed the fair market values of the property as follows:

PROPERTY DESCRIPTION:	FAIR MARKET VALUE (EXCLUDING VAT)
Erf 20908 Vosloorus Extension 28 Township	R4 370 000.00

BIDDERS ARE NOTIFIED THAT ANY OFFER BELOW THIS FAIR MARKET VALUE (WHICH CONSTITUTES THE RESERVE PRICE) WILL NOT BE CONSIDERED.

Signature of person authorized to sign bid documents

Name in block letters

Designation

Date

---o0o---

FORM G:

DECLARATION OF BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

1. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).		
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender		

ITEM	QUESTION	YES	NO
	Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).		
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
3.3.1	If so, furnish particulars:		
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
3.5.1	If so, furnish particulars:		

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FORM H:

ADJUDICATION OF BID

PHASE 1 - Pre-Qualification of Bidders:

Regulation 4 of the Preferential Procurement Policy Framework Act, 2000 (No. 97 of 2000) authorizes organ/s of state to apply pre-qualifying criteria to advance certain designated groups when advertising a tender/s. Should an organ of state elect to do so, such an organ of state must then advertise the tender with a specific tendering condition that only one or more of the following Bidders may respond:

- (a) a tenderer having a stipulated minimum B-BBEE status of a level 4 contributor;

PHASE 2 - Functional Evaluation:

Framework for valuation:

The procedure for the evaluation of responsive bids will be in accordance with the details as set out hereunder:

MAXIMUM POINTS	DESCRIPTION	POINTS AWARDED			
	<p>Development Proposal:</p> <p>The Bid (development proposal) shall be scored according to the following criteria:</p>				
	<ul style="list-style-type: none"> Estimated Value of improvements/ capital outlay. A proportionally higher score will be awarded to the highest investment value; [max 55 points] 	<p>The Capital Outlay will be scored as follows:</p> <p>$N_{FO} = W_1 \times A$ where</p> <p>N_{FO} is the number of tender evaluation points awarded for in respect of the anticipated capital outlay.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the anticipated capital outlay as is stated in Section 2 of the Bidder's proposal.</p> <p>A is a number calculated using the following formula:</p> <p>$A = P/P_m$, where</p> <p>P_m = the comparative offer of the highest anticipated capital outlay proposed; and</p> <p>P = the comparative offer of the anticipated capital outlay under consideration.</p>			
		Criteria	<table border="1"> <tr> <td data-bbox="1166 1864 1386 1898">Yes</td> <td data-bbox="1386 1864 1448 1898">No</td> </tr> </table>	Yes	No
Yes	No				

MAXIMUM POINTS	DESCRIPTION	POINTS AWARDED		
	<ul style="list-style-type: none"> • Feasibility and Viability of the project supported by evidence; [max 10 points] 	Has the Bidder provided evidence that he/she has undertaken feasibility and viability studies in respect of the proposed development? – Schedule 4	4	0
		Has the Bidder provided a project plan and schedule of activities?	3	0
		Has the bidder provided references as is required in terms of Schedule 4 of the Bid Document? (minimum of 2 references required)	3	0
	<ul style="list-style-type: none"> • Design Concept (Site Development Plan and elevations) in terms of aesthetic fit-in with the surrounding area, [max 10 points] 	Criteria	Yes	No
		Does the proposal include the required combination of mixed land uses?	5	0
		Has 30% of the developable area been reserved for exclusive use by faith based organisations?	5	0
	<ul style="list-style-type: none"> • Prior Experience [max 10 points] 	Has Bidder demonstrated (submitted proof) prior experience in mixed-use/urban infill developments?	10	0
	<ul style="list-style-type: none"> • Financial Capacity in terms of ability to pay the purchase price and secure finances for the development; [max 5 points] 	Has the Bidder provided evidence that he/she can afford the purchase price? Letter from bank	3	0
		Has the Bidder provided evidence that he/she has/can secure finances for the development? Letter from registered financial services provider.	2	0
	<ul style="list-style-type: none"> • Job Opportunities created in terms of the number of temporary jobs envisaged in the development. [max 5 points] 	<p>The anticipated number of temporary jobs to be created will be scored as follows:</p> <p>$N_{FO} = W_1 \times A$ where</p> <p>N_{FO} is the number of tender evaluation points awarded for in respect of the anticipated number of jobs to be created.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the anticipated number of jobs to be created as is stated in Section 6 of the Bidder's proposal.</p> <p>A is a number calculated using the following formula:</p> <p>$A = P/P_m$, where</p> <p>P_m = the comparative offer of the highest anticipated number of jobs to be created; and</p> <p>P = the comparative offer of the anticipated number of jobs to be created under consideration.</p>		
	<ul style="list-style-type: none"> • Job Opportunities created in terms of the 	The anticipated number of permanent jobs to be created will be scored as follows:		

MAXIMUM POINTS	DESCRIPTION	POINTS AWARDED
	number of permanent jobs envisaged in the development. [max 5 points]	$N_{FO} = W_1 \times A$ where N_{FO} is the number of tender evaluation points awarded for in respect of the anticipated number of jobs to be created. W_1 is the maximum possible number of tender evaluation points awarded for the anticipated number of jobs to be created as is stated in Section 6 of the Bidder's proposal. A is a number calculated using the following formula: $A = P/P_m$, where P_m = the comparative offer of the highest anticipated number of jobs to be created; and P = the comparative offer of the anticipated number of jobs to be created under consideration.
100	TOTAL MAXIMUM	

Only Bidders who score a minimum of 65 (average) points in Phase 2 and that have submitted supporting documentation that confirm that such Bidders can raise the funding to purchase and develop the subject property will be considered in Phase 3 of the evaluation.

PHASE 3: PRICE:

PRICE:

All Bids that score a minimum of 65 (average) points during Phase Two will be scored according to Price **only**. The following formula will be used to allocate points in terms of Price in this Request for Proposal.

MAXIMUM POINTS	DESCRIPTION	POINTS AWARDED
100	A 100% preference point system will be applied in respect of the permanent disposal or the granting of a right to use, control or manage any immovable asset owned by the CoE where the Rand value is equal to or above R30 000 and up to or equal to R50 million (inclusive of all applicable taxes). The following calculation will be used:	Financial offers from responsive bidders will be scored as follows: $P_s = 100 \left(1 - \left(\frac{P_{max} - P_t}{P_{max}} \right) \right)$ P_s = Points scored for price of tender under consideration; P_t = Price of tender under consideration; and P_{max} = Price of highest acceptable tender.

The CoE reserves the right to award the Property to the Bidder whom it deems submitted the Bid which is in the best overall interest of the advancement and attainment of the objectives of the CoE Project, and not necessarily to the Bidder proposing the highest price for the Property.

SCHEDULES

SCHEDULE 1:

GENERAL INFORMATION, BACKGROUND AND INSTRUCTIONS

General

The opportunity presented in this Request for Proposals ("RFP") is generally described in the Scope of Services, and proposals must be submitted in accordance with the specifications in this RFP. Any proposal that does not conform fully to these instructions may be rejected, at the sole discretion of the CoE.

The Real Estate Department: Property Management Division (PMD) acting on behalf of the CoE is issuing this RFP as the Implementation Agent for the Khotsong Precinct, as briefly summarized herein. The PMD is seeking responses from qualified firms/teams ("Bidders") for proposals concerning the purchase and development of the Property identified in the "Procurement Objective" below.

The CoE reserves the right to award the right to purchase and develop the Property to one Bidder. Individual firms and teams responding to this RFP must demonstrate the capability and resources to consummate the financial closing, as well as the timely development of the Property should the bid be awarded to them.

Procurement Objective

The PMD, on behalf of the CoE, is seeking high quality proposals for the purchase and development of Erf 20908 Vosloorus Extension 28 Township, at or about 20908 Mbande Street, Vosloorus Extension 28 Township (the "Property").

It is anticipated that any development activity taking place on the Property will be consistent with the CoE's goals for the property, as well as those Specific Conditions contained in **Schedule 2**.

Goals for the Property

- A mixed-use development that specifically provides access to facilities to be used by local faith based organisations in the practicing of their religion;
- The successful integration of the Khotsong Precinct with the immediate surrounding area;
- Increased economic opportunities (retail/commercial), diversity, and design quality;
- Creation of job opportunities within Vosloorus Extension 28 and surrounding areas.

Our vision for the Project

- A high value development comprised of a combination of the following land uses, namely:
 - a Conference Centre and Overnight Centre,
 - Hotel (including guest and caretaker's rooms),
 - Retail and Small Business;
 - subject thereto that a minimum of 30% of the developable area of the Property must be set aside for a combination for the development of Worship Halls, a Religious Education Centre, a Chapel, a Mosque and an Early Childhood Development Centre;
- A project design that is appropriate in, consistent with and an enhancement of the existing neighborhood;
- A pedestrian-friendly urban design that relates well to the street, transit routes, adjacent developments, and other public improvements, with setbacks which increase as building height increases;

- A project that will be “Best in Class”;
- A project that will include a number of innovative and environmentally sensitive design features that will contribute to green development principles such as solar, rainwater harvesting etc. subject to compliance with relevant and applicable legislation governing such technologies.

Environmental Assistance

The CoE, where possible and having the mandate to do so, is willing to provide assistance with potential environment clearance issues that maybe associated with this Property.

Engineering Assistance

The CoE’s Engineering Services Departments will assist the Bidder to determine the upgrade requirements in respect of bulk engineering services, the payment of development contributions and any other matters relating to the provision of services infrastructure to the Property.

In addition, the CoE will assist to expedite the finalisation of a Service Level Agreement (if required) and the approval of Site Development Plans and Building Plans.

Property Description

Erf 20908 Vosloorus Extension 28 (the Property) is currently vacant, measures 30 970m² in extent and is situated on Mbande Street, Vosloorus Extension 28 which serves as access to the Property (See **Appendix A**). The Property is zoned “Social Services” which requires that it be rezoned to accommodate the mix of land uses envisaged.

The proposed project design should be aligned with the applicable development controls as per the CoE’s Town Planning Scheme (2014). The development of the Property is furthermore subject to certain conditions as are stated in **Schedules 2, 3 and 5** and it will be the responsibility of the successful Bidder to meet all such conditions (at his/her own cost) prior to commencing with the development of the Property.

Information and Inquiries

An information session will be held at 10:00 a.m. on TUESDAY, 27 NOVEMBER 2018, at KEMPTON PARK CUSTOMER CARE CENTRE, COUNCIL CHAMBERS, CORNER C.R. SWART DRIVE, AND OLD PRETORIA ROAD, KEMPTON PARK.

Should any prospective Bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective Bidder find any ambiguity, inconsistency, or omission herein, such person or entity shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the PMD representative named below.

PMD staff will make such interpretations or corrections, as well as provide any supplemental or amendatory RFP provisions which the CoE may decide to include, but only as a RFP addendum or as

officially published responses available to all potential Bidders as provided in this RFP. Staff will post addenda to each prospective Bidder recorded as having received a copy of the RFP by electronic

mail. Any addendum issued by the PMD shall become a part of the RFP. Bidders should consider issued addenda in preparing his or her proposal. Bidders shall insert the information regarding any issued addendum and submit a completed form.

The PMD will provide all written questions and responses to interested Bidders electronically by **Monday, December 10, 2018, by 16:30 p.m.**

Inquiries regarding this RFP should be directed by e-mail or writing to:

Rian Botes
Senior Manager: Special Projects
Office B419C
Kempton Park Customer Care Centre
Cnr. CR Swart and Pretoria Roads
Kempton Park
1620
Email: rian.botes@ekurhuleni.gov.za

Bidders must strictly limit their contact to the Senior Manager: Special Projects when seeking information on matters related to the Property transaction or the selection process. Written questions or comments are the only permitted method of communication, and PMD responses will be disclosed to all Bidders by posting the same on the CoE website, unless they are clearly of a proprietary nature (as determined by the CoE). Improper contact may result in disqualification from this procurement process and all subsequent phases of the Project.

Overview of Proposal Selection Process

The CoE shall award a contract for the purchase and development of the Property to one Bidder. The **first step** will consist of an evaluation of the Pre-Qualification Criteria as explained in **Form H**. The selection of a short list of Bidders for interviews will be based on the outcome of the afore-mentioned review process.

The **second step** will consist of an extensive interview of those Bidders which met the minimum requirements as is required in terms of the Pre-Qualification Phase. The designated interview panel will consist of CoE staff. The Bidder(s) selected for interviews will submit their proposals. At such interview the Bidder shall make a short presentation to the interview panel outlining the Bidder's development proposal, its approach to the development of similar projects, as well as other relevant experience and his/her capacity to undertake the Project, feasibility/viability studies undertaken, the financial capacity of the bidder and the number of temporary and permanent jobs that will be created. Bidder's will be required to submit a sealed Offer to Purchase (see **Form F**) at the time of the interview.

The third step commences once all the interviews have been completed and the most qualified Bidders have been identified following the outcome of the results of the scoring criteria as per **Form H**. Only Bidders who score a minimum of 65 (average) points in Phase 2 and that have submitted supporting documentation that confirm that such Bidders can raise the funding to purchase and develop the subject property will be considered in Phase 3 of the evaluation. Negotiations on pricing may then be conducted with one or more Bidders at CoE's discretion.

The CoE reserves the right to award the Property to the Bidder whom it deems submitted the Bid which is in the best overall interest of the advancement and attainment of the objectives of the CoE Project, and not necessarily to the Bidder proposing the highest price for the Property.

Proposal Submissions and Clarifications

Proposals must be submitted at **68 Woburn Avenue, Ground Floor, Benoni** in the proposal format required. Sealed Proposals must be received by **07 May, 2019 at 10:00 am**. Each Proposal must be enclosed in a sealed envelope, endorsed across one end as follows: **[RFP NO. P-RE (01-2019) - KHOTSONG DEVELOPMENT, REQUEST FOR PROPOSAL FOR PURCHASE AND DEVELOPMENT OF PROPERTY OWNED BY THE CITY OF EKURHULENI.**

One original copy of the Proposal and an electronic version of the Proposal in Adobe Acrobat format shall be submitted, with the Acquisition Price Proposal submitted separately in a sealed and marked envelope into Bid Box number: **FOUR (04)**. The information included therein should be as concise as possible. To be considered, each Bidder must submit a complete

Proposal using the format found in Schedule 4 of this RFP. No other distribution of the Proposal is to be made by the submitting Bidder. Each Proposal must be signed by an official authorized to bind the Bidder to its Proposal provisions.

Submit (1) original copy and an electronic copy of the Response to:

City of Ekurhuleni.
Tender P-RE 01-2019
Bid Box Number **FOUR (04)**
68 Woburn Avenue, Benoni

Proposals must be received no later than 07 May, 2019 at 10:00 am. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Bidder is responsible for the actual delivery of the Proposals to the above-mentioned address and applicable Bid Box Number. Each Bidder must agree to honor their Proposal for a period of one hundred twenty (120) days from the Proposal due date. All Proposals become the Property of the CoE after the deadline whether awarded or rejected.

It should be noted that, other than private financial information and the Acquisition Price Proposal, submission contents will not be deemed proprietary information or trade secret protected.

The CoE accepts no financial responsibility for costs incurred by any Bidder in responding to this RFP. By responding to this RFP, the Bidder agrees to hold the CoE harmless in connection with the release of any information contained in its Proposal.

Independent Price/Cost Determination

1. By submission of a Proposal, the Bidder certifies in connection with its Proposal:
 - (a) It has arrived at the proposed purchase price (the "Acquisition Price Proposal") and projected costs to be borne by it in connection with the development activities described in the Proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Bidder or with any competitor;
 - (b) Unless otherwise required by law, the costs which have been quoted in the Proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the submitter prior to Award directly or indirectly to any other prospective Bidder or to any competitor; and
 - (c) No attempt has been made or shall be made by the Bidder to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.
2. Each person signing the Proposal certifies that he/she is the person in the Bidder's organization responsible within that organization for the decision as to the Acquisition Price Proposal being

offered in the Proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. A Proposal will not be considered for Award if it includes any statements or assumptions, or if the Acquisition Price Proposal is dependent upon such altered statements or assumptions, which serve to defeat, delete, amend or otherwise modify the certifications required to be made by the Bidder in 1(a) or 1(c) above. If certification 1(b) has been modified or deleted, the Proposal will not be considered for Award unless the Bidder furnishes with the Proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and the CoE determines, in its sole discretion, that such disclosure was not made for the purpose of restricting competition. The conditions herein are not designed to prohibit a potential Purchaser including any contingencies or referencing any assumptions which would impact the value of the Acquisition Price Proposal.

Selection Process

The Evaluation Committee for this RFP will consist of representatives of the CoE. The Evaluation Committee will initially evaluate responses to the RFP to decide which Bidder(s), if any, they will interview. For the initial evaluation, they will not consider Acquisition Price Proposals. For this reason, the Acquisition Price Proposal must be separately submitted in a sealed and marked envelope.

The Evaluation Committee then may schedule the interviews with the selected Bidders. The selected Bidder(s) will be given the opportunity to discuss in more detail their qualifications, past experience, proposed development plan and Acquisition Price Proposal during the interview process. The interview shall consist of a presentation of approximately thirty (30) minutes by the Bidder, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. Following the presentation, the Evaluation Committee may request additional financial or project information. Interviewed Bidders will be evaluated after the interview and ranked. Following the interview(s), the Acquisition Price Proposal(s) of the Bidders(s) selected for interview will be opened and reviewed.

After the Proposal Award, the PMD will proceed with negotiations of a mutually acceptable Deed of Sale (see **Schedule 5**), on the terms and conditions that are expected to be substantially similar to those set forth in **Schedule 2**, with the highest ranked Bidder(s). Notwithstanding the foregoing, the final terms and conditions relating to the acquisition and sale of the Property may be subject to financing, development commencement, title or other conditions or contingencies, as reasonably determined by the CoE.

The Deed of Sale will not contain any assurances of any rezoning or site plan approvals necessary to complete the proposed project. The CoE will provide for a reasonable time in which to obtain such approvals before closing. The selected Bidder must secure and pay for all plan review fees necessary for the prosecution of its proposal. If a Deed of Sale is not successfully negotiated, executed and delivered by the PMD and the highest ranked Bidder, the CoE, at its sole option, may choose to initiate negotiations with any other qualified Bidder, or reopen the entire process.

The CoE reserves the right to not consider any Proposal that it determines to be unresponsive and/or deficient in any of the information requested for evaluation. A Proposal with all the requested information does not guarantee the proposing firm or person to be a candidate for an interview. The Evaluation Committee may contact references to verify material submitted by the Bidders.

Earnest Money Deposit/Option Price

1. All costs (advertising, rezoning, obtaining of a valuation, studies/investigations, conveyancing etc.) pertaining to the transaction shall be borne by the Purchaser;

Reservation of Rights

The CoE expressly reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the Award in any manner which it believes to be in the best interest of the CoE.

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SCHEDULE 2
SCOPE OF PROJECT PROPOSAL

Site Development Goals for the Property

The CoE wishes to advance a number of important goals to address the growing need of faith based organisations to practice their religion in a safe environment. The CoE has therefore identified the Property for the development of the Khotsong Precinct. The required elements for any Proposal must include:

1. A mixed-use development consisting of a combination of the following land-uses (Note that not all land uses need to be provided but Bidders should aim to include as many as possible land uses in the Proposals):
 - Conference Centre and Overnight Centre,
 - Worship Halls, Hotel (including guest and caretaker's rooms),
 - Religious Education Centre, Chapel, Mosque,
 - Early Childhood Development Centre,
 - Retail and Small Business.
2. At least 30% of the developable area of the Property must be reserved and developed for land uses exclusively set aside for the use of faith based organisations;
3. The provision of parking consistent with the intensity of the proposed development and in keeping with the City-imposed requirements for same;
4. Pedestrian-friendly design of all street frontages;
5. A project that will include a number of environmentally sensitive design features that follow Green Building principles and standards;
6. A maximal financial return to the CoE for the sale of the Property, as well as the increased revenue derived from rates and taxes resulting from the development of the Property;
7. A project design and use of the site which helps activate economic activities within the area;
8. The use of quality materials and finishes in the construction subject to compliance with the relevant and applicable National Buildings Standards;
9. Commitment to job creation and local hiring where applicable;
10. The use of Green Infrastructure e.g. solar, water harvesting, stormwater management solutions etc;
11. A design that is consistent with existing and planned transit routes adjacent to the Property.

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SCHEDULE 3

STANDARD AND SPECIAL CONDITIONS

Bidders are to take note of the following conditions pertaining to the development of the Property:

The Property to be alienated is listed in **Form F** contained in this bid document and indicated on the locality plan attached hereto marked **Appendix A**.

Standard Conditions

1. The successful Bidder (the Purchaser) shall pay the purchase price to the CoE free of exchange or commission as follows:
 - 1.1 A **20%** deposit shall be payable upon the date of signature of the proposed Deed of Sale, which deposit shall not be refundable should the Purchaser decide not to proceed with the registration of the transfer for whatsoever reason, unless adverse soil conditions can be proven.
 - 1.2 A bank guarantee for the outstanding balance of the purchase price shall be submitted to the Corporate Legal Services Department within 30 (thirty) days of the date of signing the Deed of Sale, which shall be payable upon registration of transfer of the Property;
2. The Purchaser shall commence with the development of the Property within **6 (six) months** after the date of transfer and shall complete the development within **18 (eighteen) months** thereafter.
3. Should the Purchaser fail to commence with or complete the development as stipulated in 2. above, the Property shall revert to the municipality and be transferred back to the municipality at the discretion of the accounting officer.
4. Should the Property revert to the municipality, the municipality shall refund to the Purchaser an amount equal to the amount paid by the Purchaser in respect of the purchase price less all costs attached to the retransfer of the Property into the name of the municipality, for which costs the Purchaser shall be liable. The municipality will only compensate the Purchaser for any improvements erected on the Property after the Property has been resold to another Purchaser and the purchase price has been paid by said Purchaser.
5. To comply with the requirements of the Deeds Office as set out in Circular No. 152 dated 1997.07.03 by the Registrar of Deeds, the above conditions imposed shall not be embodied in the Title Deed to be issued to the Purchaser but instead the following conditions shall be inserted in such deed:

"The Property shall not be transferred without the written approval of the City of Ekurhuleni".
6. The use of all immovable assets disposed of in terms of the CoE's Land Disposal Framework and Guidelines shall be in accordance with the requirements of the Spatial Development Framework as adopted by the CoE's Council by ensuring that the conditions of sale include compliance by Purchasers within the principles of the said framework.
7. All immovable asset sales will be done subject to the necessary environmental legislation being complied with by the Purchaser in respect of the intended use of the Property.
8. The extent to which the intended disposal of the immovable Property will promote the principles of integration, densification, regeneration and compact development shall be considered in deciding whether to dispose of the Property.
9. The Purchaser shall be liable for payment of transfer duty (if applicable) and all costs of and in connection with the transfer of the Property, inclusive of stamp duties, if applicable.

10. The CoE's conveyancers shall attend to the transfer of the Property to the Purchaser as soon as the purchase price and interest thereon have been paid in full and provided further that the costs of transfer and transfer duty have been paid to the said conveyancers by the Purchaser.
11. The Property is sold "voetstoots" and the risk thereof shall pass to the Purchaser on the date of registration of transfer.
12. The Property is zoned as indicated on the zoning certificate attached hereto as **Appendix B** and is subject to the conditions contained in the Ekurhuleni Town Planning Scheme 2014 and the Conditions of Establishment of the township concerned.
13. Should the Purchaser breach any term of this contract or fail/neglect to pay the purchase price or interest thereon on the due date or fail/neglect to pay assessment rates or any other levies on the Property on the due date thereof, the CoE may in its absolute discretion:
 - 13.1 claim from the Purchaser such arrear instalment, interest, rates or levies; or
 - 13.2 claim from the Purchaser the full balance of the purchase price, interest thereon and assessment rates that might be due; or
 - 13.3 cancel this agreement summarily without further notice to the Purchaser and in such event the CoE shall retain as "rouwkoop" or pre-estimated damages all amounts paid by the Purchaser to the CoE in terms of these conditions of sale.
14. All costs (advertising, rezoning, obtaining of a valuation, etc.) pertaining to the transaction shall be borne by the Purchaser.

Special Conditions

1. As stated in **Schedule 1**, the Property may only be developed as a religious precinct consisting of a combination of the following land uses:
 - Conference Centre and Overnight Centre,
 - Worship Halls, Hotel (including guest and caretaker's rooms),
 - Religious Education Centre, Chapel, Mosque,
 - Early Childhood Development Centre,
 - Retail and Small Business.
2. At least 30% of the developable area of Erf 20908 Vosloorus Extension 28 be developed for land uses exclusively reserved for the use of faith based organisations.
3. The Property is currently zoned for Social Services and can be used for Place of Public Worship, Hospital, Clinic, Police Station, Law Court, Fire Stations, Municipal and Government Offices, Institutions, Place of Instruction, Child Care Facilities, Social Halls and Old Age Home.
4. Should the Purchaser of the Property wish to use the Property (or allow the Property to be used) for any purpose, other than those contemplated in the CoE Town Planning Scheme (2014) as primary rights, the Purchaser must prepare and lodge the necessary town planning application(s), for consideration, to obtain the necessary land use rights before the Property may be used for such purposes.

5. The CoE will not be liable for any costs associated with such application(s), or any associated studies or investigations that may be required and such costs will be for the new owner's account.
6. The extent of the costs in (5) above will depend on the type of application(s) submitted and the possibility of additional studies or investigations that may be required.
7. The mere submission of the application(s) mentioned in (6) above does not automatically guarantee approval of same, as all application(s) are evaluated on their own merits. In such cases, depending on the proposed land use(s), the City Planning Department will advise the Purchaser on the type of application(s) that may be required and further conditions for the use of the Property, as may be determined during the evaluation of such application(s).
8. The Property is sold subject to the existing encumbrances thereon and subject to the existing conditions of title and all such provisions of the Conditions of Establishment of the Township and of the Ekurhuleni Town-Planning Scheme (2014) which are applicable thereto.
9. AS the Property forms part of land which is or may be undermined and liable to subsidence, settlement, shock and cracking due to mining operations, past, present or future, the Purchaser accepts all liability for any damage thereto or to any structure thereon which may result directly or indirectly from such subsidence, settlement, shock or cracking.
10. The Purchaser is aware of the fact that the Property lies in an area where soil conditions can affect buildings and structures and result in damage to the structures. Building plans must be submitted to the CoE and must show measures to be taken, in accordance with recommendations contained in the geotechnical report for the township, to limit possible damage to building and structures as a result of detrimental foundation conditions, unless it is proved to the CoE that such measures are unnecessary or that the same purpose can be achieved by other more effective means.
11. That should it be found that the Property falls within a dolomitic area, the Purchaser shall (at his cost) ensure that all wet services are installed according to PW 344 guidelines (Dept. of Public Works – August 2004).
12. The Purchaser shall ensure (at his cost) that storm water will be handled to the satisfaction of the CoE.
13. The Purchaser shall ensure (at his cost) that all surface run-off must not be disposed of in a concentrated manner (without connecting to the existing municipal storm water system) and that such run-off must also not be contaminated in any way.
14. The Purchaser shall be responsible to prepare (at his costs) a storm water drainage plan (to be compiled by a registered engineering professional), addressing the method of storm water drainage and disposal. Such plan to be attached to the Site Development Plan/Building Plan(s).
15. The Purchaser shall ensure (at his cost) that access to the Property must be to the standards and satisfaction of the CoE.
16. The Purchaser shall ensure (at his cost) that an access management proposal (to be compiled by a registered engineering professional) must be attached to the Site Development Plan/Building Plan(s) for assessment by the CoE.
17. That the following conditions apply when connecting to the municipal storm water system when working in the road reserve in general:
 - (i) An approved Consulting Engineer must supervise work in the road reserve;
 - (ii) Detailed construction drawings must be submitted for approval by the CoE;
 - (iii) A way leave has to be obtained before the approved contractor may work in the road reserve;
 - (iv) The CoE and Ward Councillor must be notified prior to any work commencing in the road reserve.
18. The Purchaser shall be responsible to undertake (at his cost) a transport study and submit same to the CoE for comments and approval before development of the Property may proceed.

19. The Purchaser must provide paved sidewalks along the property boundary fronting onto the public roads in order to formalize pedestrian movements.
20. The Purchaser is responsible to (at his cost) establish the position of services that exists on and in the surrounding area in order to acquaint themselves with the position of any existing services and servitudes.
21. The Purchaser shall register a servitude over the Property to protect the CoE's services situated on the Property, if necessary, and the Purchaser shall be liable for payment of the full costs for the registration of the servitude.
22. The Purchaser shall be liable for payment of all total costs (including bulk services contributions) of any additional services required due the proposed development, as well as the cost to upgrade the existing service network if necessary and (if required) enter into a Service Level Agreement with the CoE in respect of such services provision.
23. Should the existing services of the CoE be affected by the building plans of the Purchaser, the affected services shall be relocated and servitudes, if necessary, be registered in favour of the CoE for the relocated and remaining services and the Purchaser shall be liable for payment of such costs.
24. The Purchaser must ensure full compliance with the CoE's Emergency Services Bylaws as it applies to Water Supply for Fire-fighting Purposes and in all cases to any other component of the same by-law as it applies to the development or re-development of townships including any other clause that may be applicable before and after such development.
25. The Purchaser shall be liable for the cost for the provision of an electrical connection on the boundary of the Property at a point approved by the CoE as soon as electrical loading details are available.
26. The Purchaser shall ensure that the elevational treatment of all buildings or structures shall conform to acceptable architectural standards so as not to interfere with the amenities of the neighbourhood.
27. That all buildings and structures of any kind, including walls and fences already erected or hereafter erected on the Property shall be subject to the conditions of the CoE's Building By-Laws and also to the stipulations of the National Building Regulations and Standards Act 103 of 1977 as it pertains to the various fire protection and public safety requirements and specifically the Fire Protection Regulations as contained in Part T and shall furthermore ensure that all buildings and structures of any kind, including walls and fences already erected are at all times be kept in good and substantial repair both internally and externally.
28. That all unused and non-landscaped areas of the Property shall be maintained and kept free of weeds and other unsightly plant growth, rubbish, debris, etc. by the Purchaser to the satisfaction of the CoE.
29. That the Purchaser shall submit and obtain approval of (a) Site Development- and Building Plan(s) to the CoE prior to commencing with the development of the Property.

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SCHEDULE 4

INFORMATION REQUIRED FROM ALL BIDDERS

Proposals shall be submitted using the following format:

Section 1: Bid Declaration – Form C, including Annexures A – F (as per Form B)

Section 2: Feasibility Study

All Bidders will be required to submit a feasibility study which shall include all matters required as per the following sections:

Section 2.1: Aim of the Study

This section shall provide a narrative summary description of the proposed project. Bidders will be required to indicate the feasibility/viability studies undertaken in respect of their proposal.

Section 2.2 Studies/Investigations undertaken

This section shall indicate the studies/investigations undertaken and a summary of the outcome thereof.

The following matters must be addressed in this section:

- Site Evaluation
- Market Analysis

Section 2.3: Target Population/Local Economy

This section shall describe the local economy as well as the targeted users of the facilities to be constructed on the Property, the anticipated rentals payable by faith based organisations for the use of the proposed facilities, as well as estimated numbers and tenant mix for the other elements (commercial, retail) of the proposed development.

Section 2.4: Development concept/plans

This section shall indicate how the Bidder will address the project development goals established for the Property. Included in this section shall be:

- Proposed uses;
- parking provisions; and
- circulation

Included shall be a schematic plan (design concept) including a concept Site Development Plan plus elevations (artist impression) of all buildings proposed. Plans shall be no larger than A3 in size.

Section 2.5: Project Schedule

This section shall include a project completion schedule including start and completion dates and other key dates as identified for action. Proposal must include all schedules activities and the time period by which this project will be initiated and completed.

Section 2.6: Job Creation

This section shall indicate the anticipated number of jobs that will be created during the construction phase as well as the number of permanent job opportunities that are expected to be created because of the development.

Section 3: Overview of the Organization and its services

This section shall give a summary of the Bidder's history, including years in business, locations, size, growth, services and financial stability. Include information regarding any pending or recent lawsuits against the organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

Section 4: Prior Experience with mixed use/urban infill projects

This section shall provide a description of other infill projects completed especially those with mixed-use components. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity.

Section 5: Financial Capacity

This section shall provide a description of the financial capacity of the Bidder and the anticipated capital outlay in respect of the development of the project. Each Bidder shall also submit a financial reference from a bank or other registered accredited financial services provider attesting to the Bidder's financial capacity and ability to purchase the Property and finance the project as proposed.

Section 6: Project Financing

This section shall outline the manner in which funding required for the development shall be secured. Also included in this section must be a description of all assumptions and risks made/identified by the Bidder.

Section 7: Acquisition Price Proposal (Form F must be separately submitted in a sealed envelope marked ("Section 7 - Form F")):

This section shall include the amount offered for purchase of the Property and, any purchase contingencies proposed. Any financial contingencies must also be identified.

Section 8: Indemnity

The Proposal must include a statement that the Bidder agrees to defend, indemnify and hold harmless the CoE, its officers, employees and agents from all claims, lawsuits, losses and expenses including attorney's fees arising out of or resulting from the performance of the Bidder.

Section 9: Annual Report

The successful Bidder must commit to providing an annual report for the first five years following the commencement of development. Such report to indicate the number of jobs created by the Project on a short and long-term basis and the wages for the same.

Section 10: References

Each Bidder shall submit a list of at least **two (2)** references for recent projects. At least one reference from a governmental or other public corporation is recommended, but not required. Each reference must include a point of contact (POC), and e-mail address and a telephone number where the POC can be contacted. The reference list shall also include the dates when these projects were constructed.

General

Proposals shall not exceed forty (40) double-sided pages in length, including maps and plans. Each section of the Proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices.

To be considered responsive to this RFP, a prospective Bidder must provide all the information requested. Failure by the Bidder to complete any of the above-mentioned Sections shall be considered as an incomplete Bid and shall therefore not be considered by the CoE.

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SCHEDULE 5
DEED OF SALE

made and entered into by and between the

CITY OF EKURHULENI

(hereinafter referred to as the **MUNICIPALITY**)

herein represented by

ZENZO NDIMA

in his capacity as

ACTING DIVISIONAL HEAD: PROPERTY AND PORTFOLIO ADVISORY SERVICES DIVISION

duly authorised thereto by a resolution of the Council of the Municipality dated 26 October 2017

(hereinafter referred to as the **MUNICIPALITY**)

of the one part; and

(Registration number _____)

represented herein by _____

in his/her capacity as _____

duly authorized by a resolution of the said _____

dated _____,

a copy of which is **annexed** hereto marked "**Annexure A**"

(hereinafter referred to as the **PURCHASER**)

of the other part.

WHEREAS the **MUNICIPALITY** has called for tenders for the alienation of the **PROPERTY**, zoned **Social Services**, in extent approximately **30 970m²**, as indicated on the plan **annexed** hereto marked "**Annexure B**" (hereinafter referred to as the **PROPERTY**) which vests in the **MUNICIPALITY**; and

WHEREAS the **PURCHASER** submitted a tender to purchase the **PROPERTY** from the **MUNICIPALITY** for **the development of a mixed-use precinct with a focus on faith-based organisations and purposes allied thereto**, which tender was accepted by the **MUNICIPALITY**, subject to the terms and conditions hereinafter set forth; and

WHEREAS the **PURCHASER** has accepted the terms and conditions hereinafter set forth subject to which the **PROPERTY** is sold -

NOW THEREFORE THESE PRESENT WITNESS:

THE MUNICIPALITY sells to the **PURCHASER** who hereby purchases the **PROPERTY** on the following terms and conditions:

1. PROPERTY

- (a) The **PROPERTY** shall be Erf 20908 Vosloorus Extension 28 Township, Vosloorus, zoned Social Services, in extent approximately 30 970m² situated at Mbande Street.

2. 'VOETSTOOTS'

- (a) THE **PROPERTY** is sold 'voetstoots', that is as it now lies. The **PURCHASER** hereby acknowledges that the **PURCHASER** has not been induced to purchase the **PROPERTY** in consequence of any representation, whether express or implied made by or on behalf of the **MUNICIPALITY**, and that no warranty whether express or implied, has been given by or on behalf of the **MUNICIPALITY**.
- (b) THE Parties hereto further agree that they shall not be answerable to each other for any discrepancy between the size of the area of the **PROPERTY** indicated in preamble hereof and the actual size of the **PROPERTY** *or as stated on the subdivisional diagram of the **PROPERTY** as approved by the Surveyor-General;
- (c) THE **MUNICIPALITY** is not obliged to point out the positions of the pegs and/or beacons of the **PROPERTY** to the **PURCHASER**.

3. PURCHASE PRICE

THE **PURCHASE PRICE** (VAT Exclusive) payable by the **PURCHASER** to the **MUNICIPALITY** is the sum of R..... (.....) (hereinafter referred to as the **PURCHASE PRICE**).

4. PAYMENT OF PURCHASE PRICE

THE **PURCHASE PRICE** (VAT Exclusive) shall be paid by the **PURCHASER** at his option as follows: -

- (a) IN cash or by way of a bank guaranteed cheque on date of signing the Deed of Sale; or

- (b) **20 (twenty) %** of the **PURCHASE PRICE** in cash or by bank guaranteed cheque on date of signing the Deed of Sale and the balance of the **PURCHASE PRICE** payable against registration of transfer. The 20 % deposit shall not be refundable should the **PURCHASER** decide not to proceed with the registration of the transfer for whatsoever reason, unless adverse soil conditions can be proven. A bank guarantee for the outstanding balance of the **PURCHASE PRICE** shall be submitted to the Manager: Real Estate Department, Boksburg Customer Care Area within **30 (thirty)** days of signing the Deed of Sale which guarantee shall be payable upon registration of transfer of the **PROPERTY**.
- (c) THE **PURCHASER** hereby elects to effect payment of the **PURCHASE PRICE** in the method specified in Clause 4 *(a)/*(b) of this clause.

* delete whichever is not applicable

- (d) SHOULD the **PURCHASER** fail to pay the **PURCHASE PRICE** or deposit on the date of signing the Deed of Sale as stipulated in clause 3(a) or 3(b) respectively or to submit the bank guarantee as stipulated in clause 3(b) within **30 (thirty)** days from the date of this agreement and notwithstanding any other term or condition contained herein, interest at the same rate of interest rate charged by the banking institution nominated by the Chief Financial Officer plus **2 (two) %** shall be levied on the full **PURCHASE PRICE**/balance of the **PURCHASE PRICE** of the **PROPERTY** from the date of this agreement until the date on which the **PURCHASER** complies with the stipulations of clause 3(a) or (b), whichever option is elected by the **PURCHASER**.

5. DEVELOPMENT CONDITIONS

- (a) THE **PURCHASER** shall commence with the development of the **PROPERTY** within a period of **6 (six)** months after registration of transfer of the **PROPERTY** into the **PURCHASER'S** name and the development shall be completed within a period of **18 (eighteen)** months thereafter.
- (b) SHOULD the **PURCHASER** fail to commence with or complete the development of the **PROPERTY** to the satisfaction of the **MUNICIPALITY** to the extent as referred to in Clause 5 (a) above within the period as stated therein, the **PROPERTY** shall revert to the **MUNICIPALITY**: Provided that the **MUNICIPALITY** may in its sole discretion waive such reversion.
- (c) IN the event of the **PROPERTY** reverting to the **MUNICIPALITY** as envisaged in Clause 5 (b) above:
- (i) The **PURCHASER** shall be liable for the payment of all costs associated with the transfer of the **PROPERTY** back into the **MUNICIPALITY'S** name; and
- (ii) The **MUNICIPALITY** shall refund to the **PURCHASER** an amount equal to the amount paid by the **PURCHASER** in respect of the **PURCHASE PRICE**, but excluding any costs attached to the retransfer

of the property into the name of the **MUNICIPALITY** and excluding any VAT already paid by the **PURCHASER** as soon as possible after the aforementioned transfer in the **MUNICIPALITY'S** name.

- (d) THE **MUNICIPALITY** may, over and above the refund referred to in Clause 5 (c)(ii) above, in its sole discretion, compensate the **PURCHASER** for any improvements erected by the **PURCHASER** on the **PROPERTY** as envisaged in Clause 5 (a) above, only after the **PROPERTY** has been resold to another purchaser and the purchase price has been paid by the new purchaser.
- (e) IN order to comply with the requirements of the Deeds Office as set out in Circular No. 152 dated 3 July 1997 by the Registrar of Deeds, the conditions imposed in Clause 5 (a), (b) and (c) above shall not be embodied in the Title Deed to be issued to the **PURCHASER**, but instead the following condition shall be inserted in such deed: *"The property shall not be transferred without the written approval of the City of CITY OF EKURHULENI."*
- (f) IT is a condition of this sale that the **PROPERTY** shall only be used for the purposes for which it was alienated and no other purpose whatsoever. The **PURCHASER** shall not use, allow it to be used, lease or alienate the **PROPERTY** for any purposes other than that for which it was alienated and no such use, lease or sale shall be allowed prior to the approval of the **MUNICIPALITY** first being had and obtained.

6. PLACE OF PAYMENTS

ALL payments to be made by the **PURCHASER** in terms of this agreement shall be made to the **MUNICIPALITY** at the Chief Financial Officer, Finance Department, Boksburg Customer Care Area.

7. LIABILITY

IF this agreement is entered into by two or more persons or instances, as purchasers, they shall be liable jointly and severally in solidum in respect of all the obligations in terms of this agreement.

8. POSSESSION AND OCCUPATION

- (a) POSSESSION and occupation of the **PROPERTY** shall be taken by the **PURCHASER** on expiry of the period stipulated in Clause 17 from which date all risks appertaining to the **PROPERTY** shall pass to the **PURCHASER** and which date shall be regarded as the 'stipulated date' for the purpose of Section 30 of the Local Authorities Rating Ordinance 11 of 1977 until a valuation roll is drafted whereby the **PROPERTY** is included. The value of the **PROPERTY** will be, for the purpose of calculation of the assessment rates, the same as determined by the Municipal Valuer.
- (b) AS from the date of possession of the **PROPERTY** by the **PURCHASER** in terms of Clause 8 (a) above, the **PURCHASER** shall become liable for all assessment rates and basic service charges levied by the **MUNICIPALITY** or other competent authority and the **PURCHASER** shall punctually pay all assessment rates and charges levied in respect of the **PROPERTY**.

9. TRANSFER

- (a) TRANSFER of the **PROPERTY** shall be passed to the **PURCHASER** by the **MUNICIPALITY'S** conveyancers within a reasonable period after the full **PURCHASE PRICE**, plus interest thereon, if applicable, has been paid by the **PURCHASER** or after a guarantee has been submitted in accordance with Clause 4 (b). The **PURCHASER** shall be liable for all costs in connection with such transfer including the payment of transfer duty should same be payable or Value Added Tax should the **MUNICIPALITY** be a VAT Vendor for purposes of this transaction in terms of the Value Added Tax Act 1991. The **PURCHASER** shall pay the costs to the **MUNICIPALITY'S** conveyancer within **30 (thirty)** days after being requested to do so. The attention of the **PURCHASER** is directed to the fact that transfer duty must be paid within **6 (six)** months from date of this agreement, failing which penalty interest will be charged by the State.
- (b) THE **PURCHASER** is compelled to issue and sign such documents which are required to be issued and signed by the **PURCHASER** for the purpose of registration of transfer of the **PROPERTY** in the **PURCHASER'S** name within **30 (thirty)** days after the date on which the **MUNICIPALITY'S** attorney forward the request for documents or the documents for signature to the **PURCHASER**.
- (c) SHOULD the **PROPERTY** be situated in an un-proclaimed township, registration of freehold over the **PROPERTY** will only be effected by the **MUNICIPALITY'S** conveyancers within a reasonable time after proclamation of the township but a Certificate of Leasehold will be registered in favour of the **PURCHASER** within a reasonable time after the date of this agreement.

10. SPECIAL CONDITIONS

- 2. THE **PROPERTY** may only be developed as a religious precinct consisting of a combination of the following land uses:
 - (i) Conference Centre and Overnight Centre,
 - (ii) Worship Halls, Hotel (including guest and caretaker's rooms),
 - (iii) Religious Education Centre, Chapel, Mosque,
 - (iv) Early Childhood Development Centre,
 - (v) Retail and Small Business.
- (b) THAT at least 30% of the developable area of the **PROPERTY** must be developed for land uses exclusively reserved for the use of faith-based organisations.
- (c) THAT should the **PURCHASER** of the **PROPERTY** wish to use the property (or allow the property to be used) for any purpose, other than those contemplated in the **MUNICIPALITY'S** Town Planning Scheme (2014) as primary rights, the purchaser must prepare and lodge the necessary town planning applications(s), for consideration, in order to obtain the necessary land use rights before the property may be used for such purposes.

- (d) THAT the **MUNICIPALITY** will not be liable for any costs associated with any such application(s) required in terms of Clause 10 (c) above, or any associated studies or investigations that may be required and that such costs will be for the account of the **PURCHASER**.
- (e) THAT the mere submission of the application(s) mentioned in Clause 10 (c) above does not automatically guarantee approval of same, as all application(s) are evaluated on their own merits. In such cases, depending on the proposed land use(s), the **MUNICIPALITY** will advise the **PURCHASER** on the type of application(s) that may be required and further conditions for the use of the **PROPERTY**, as may be determined during the evaluation of such application(s);
- (f) THE **PROPERTY** is sold subject to the existing encumbrances thereon and subject to the existing conditions of title and all such provisions of the Conditions of Establishment of the Township and of the Ekurhuleni Town-Planning Scheme (2014) which are applicable thereto.
- (g) AS the **PROPERTY** forms part of land which is or may be undermined and liable to subsidence, settlement, shock and cracking due to mining operations, past, present or future, the **PURCHASER** accepts all liability for any damage thereto or to any structure thereon which may result directly or indirectly from such subsidence, settlement, shock or cracking.
- (h) THE **PURCHASER** is aware of the fact that the **PROPERTY** lies in an area where soil conditions can affect buildings and structures and result in damage to the structures. Building plans must be submitted to the **MUNICIPALITY** and must show measures to be taken, in accordance with recommendations contained in the geotechnical report for the township, to limit possible damage to building and structures as a result of detrimental foundation conditions, unless it is proved to the **MUNICIPALITY** that such measures are unnecessary or that the same purpose can be achieved by other more effective means.
- (i) THAT should it be found that the **PROPERTY** falls within a dolomitic area, the **PURCHASER** shall (at his cost) ensure that all wet services are installed according to PW 344 guidelines (Dept. of Public Works – August 2004).
- (j) THE **PURCHASER** shall ensure (at his cost) that storm water will be handled to the satisfaction of the **MUNICIPALITY**.
- (k) THE **PURCHASER** shall ensure (at his cost) that all surface run-off must not be disposed of in a concentrated manner (without connecting to the existing municipal storm water system) and that such run-off must also not be contaminated in any way.
- (l) THE **PURCHASER** shall be responsible to prepare (at his costs) a storm water drainage plan (to be compiled by a registered engineering professional), addressing the method of storm water drainage and disposal. Such plan to be attached to the Site Development Plan/Building Plan(s).
- (m) THE **PURCHASER** shall ensure (at his cost) that access to the **PROPERTY** must be to the standards and satisfaction of the **MUNICIPALITY**.
- (n) THE **PURCHASER** shall ensure (at his cost) that an access management proposal (to be compiled by a registered engineering professional) must be attached to the Site Development Plan/Building Plan(s) for assessment by the **MUNICIPALITY**.

- (o) THAT the following conditions apply when connecting to the municipal storm water system when working in the road reserve in general:
- (v) An approved Consulting Engineer must supervise work in the road reserve;
 - (vi) Detailed construction drawings must be submitted for approval by the **MUNICIPALITY**;
 - (vii) A way leave has to be obtained before the approved contractor may work in the road reserve;
 - (viii) The **MUNICIPALITY** and Ward Councillor must be notified prior to any work commencing in the road reserve.
- (p) THE **PURCHASER** shall be responsible to undertake (at his cost) a transport study and submit same to the **MUNICIPALITY** for comments and approval before development of the **PROPERTY** may proceed.
- (q) THE **PURCHASER** must provide paved sidewalks along the property boundary fronting onto the public roads in order to formalize pedestrian movements;
- (r) THE **PURCHASER** is responsible to (at his cost) establish the position of services that exists on and in the surrounding area in order to acquaint themselves with the position of any existing services and servitudes.
- (s) THE **PURCHASER** shall register a servitude over the **PROPERTY** to protect the **MUNICIPALITY'S** services situated on the **PROPERTY**, if necessary, and the **PURCHASER** shall be liable for payment of the full costs for the registration of the servitude.
- (t) THE **PURCHASER** shall be liable for payment of all total costs (including bulk services contributions) of any additional services required due the proposed development, as well as the cost to upgrade the existing service network if necessary and (if required) enter into a Service Level Agreement with the **MUNICIPALITY** in respect of such services provision.
- (u) SHOULD the existing services of the **MUNICIPALITY** be affected by the building plans of the **PURCHASER**, the affected services shall be relocated and servitudes, if necessary, be registered in favour of the **MUNICIPALITY** for the relocated and remaining services and the **PURCHASER** shall be liable for payment of such costs.
- (v) THE **PURCHASER** must ensure full compliance with the **MUNICIPALITY'S** Emergency Services Bylaws as it applies to Water Supply for Fire-fighting Purposes and in all cases to any other component of the same by-law as it applies to the development or re-development of townships including any other clause that may be applicable before and after such development.
- (w) THE **PURCHASER** shall be liable for the cost for the provision of an electrical connection on the boundary of the **PROPERTY** at a point approved by the **MUNICIPALITY** as soon as electrical loading details are available.
- (x) THE **PURCHASER** shall ensure that the elevational treatment of all buildings or structures shall conform to acceptable architectural standards so as not to interfere with the amenities of the neighbourhood.

- (y) THAT all buildings and structures of any kind, including walls and fences already erected or hereafter erected on the **PROPERTY** shall be subject to the conditions of the **MUNICIPALITY'S** Building By-Laws and also to the stipulations of the National Building Regulations and Standards Act 103 of 1977 as it pertains to the various fire protection and public safety requirements and specifically the Fire Protection Regulations as contained in Part T and shall furthermore ensure that all buildings and structures of any kind, including walls and fences already erected are at all times be kept in good and substantial repair both internally and externally.
- (z) THAT all unused and non-landscaped areas of the **PROPERTY** shall be maintained and kept free of weeds and other unsightly plant growth, rubbish, debris, etc. by the **PURCHASER** to the satisfaction of the **MUNICIPALITY**.
- (aa) THAT the **PURCHASER** shall submit and obtain approval of (a) Site Development- and Building Plan(s) to the **MUNICIPALITY** prior to commencing with the development of the **PROPERTY**.

11. COMPLIANCE WITH LEGISLATION

THE **PURCHASER** is not exempted by the **MUNICIPALITY** from the provisions of any act or legislation prescribed by law which may be applicable to the proposed use of the **PROPERTY** by the **PURCHASER** and the **PURCHASER** shall comply with all such provisions. The **MUNICIPALITY** shall not be liable for any damages or loss sustained by the **PURCHASER** as a result thereof that the **PROPERTY** may not be used for the purpose as proposed by the **PURCHASER**.

12. BREACH

SHOULD the **PURCHASER** fail to pay the **PURCHASE PRICE** or any instalment thereof, assessment rates and service charges, transfer costs, attorney fees or any other monies payable in terms of this agreement on due date or requested upon or fail to rectify any other breach of this agreement after having been given **10 (ten)** days' notice by the **MUNICIPALITY** to pay such moneys or to rectify such breach then the **MUNICIPALITY** shall have the right at its option without further notice to the **PURCHASER** -

- (a) to claim immediate specific performance of the **PURCHASER'S** obligations and to take action to collect the balance of the **PURCHASE PRICE** plus interest thereon, if applicable; or
- (b) to cancel the agreement and to retain all payments made by the **PURCHASER** and claim all arrear instalments and the forfeiture of all improvements as compensation for the damages suffered by the **MUNICIPALITY** as a result of the **PURCHASER'S** breach of contract or, alternatively claim all damages suffered by reason of the **PURCHASER'S** breach of contract with the right to retain any payments made under this agreement, until the amount of the damages has been determined and to apply such payments towards satisfaction of the amount of such damages as soon as it is quantified.

13. PUNCTUAL COMPLIANCE

DUE and punctual compliance by the **PURCHASER** with each and every term of this agreement to be performed by the **PURCHASER** shall be essential and no extension of time or indulgence on the part of the **MUNICIPALITY** shall be deemed to affect, prejudice or derogate from its rights or be construed a waiver of its rights. The **MUNICIPALITY** may at any time insist upon strict compliance by the **PURCHASER** with the terms and conditions of this agreement.

14. DOMICILIUM

(a) THE **PURCHASER** and the **MUNICIPALITY** hereby choose as their *domicilium citandi et executandi* for the purpose of this agreement as follows:

PURCHASER: _____

MUNICIPALITY: _____

(b) ALL notices in terms of this agreement will be sent to the abovementioned address by registered post and will in the absence of proof to the contrary be deemed to have been received by the addressee within **5 (five)** business days after the date of posting thereof.

15. JURISDICTION

THE **PARTIES** hereby consent in terms of Section 45 of the Magistrate's Court Act 32 of 1944, to the jurisdiction of any Magistrates' Court having jurisdiction over their respective persons under section 28 of the said act, notwithstanding that any action or proceeding arising out of this agreement would otherwise be beyond the jurisdiction of such court, provided that the **MUNICIPALITY** shall have the right to institute action in any other competent court.

16. LEGAL COSTS

THE **PURCHASER** shall be liable for and undertakes to pay (whether legal action has been instituted or not) all costs, expenses and debts incurred by the **MUNICIPALITY** in the enforcement of its rights in terms hereof, including tracing fees and collection charges at the then ruling rates including legal charges (including attorney and client fees).

17. PURCHASER'S RIGHT TO TERMINATE DEED OF SALE

THE **PURCHASER** hereby confirms that the **PURCHASER** is conversant with the provisions of Section 29A of the Alienation of Land Act 69 of 1981, as amended, in terms of which a **PURCHASER** may terminate this Deed of Sale within **5 (five)** days after signature of it by the **PURCHASER**. This clause shall only apply in the event of the **PURCHASER** being a natural person and the **PURCHASE PRICE** of the **PROPERTY** not exceeding **R250 000,00** (TWO HUNDRED AND FIFTY THOUSAND RAND).

18. ENTIRE AGREEMENT

THE above conditions constitute the entire agreement between the Parties and no warranties or representations whether express or implied not contained herein shall be of any force or effect. No amendment to this agreement including this condition shall be binding unless it is in writing and signed by both parties.

THUS DONE AND SIGNED by the **PURCHASER** at _____

on _____ 20__ in the presence of the undersigned witnesses:

AS WITNESSES:

1.

2.

PURCHASER

THUS DONE AND SIGNED by the **MUNICIPALITY** at _____

on _____ 20__ in the presence of the undersigned witnesses:

AS WITNESSES:

1.

2.

MUNICIPALITY

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ANNEXURE "A"

I, _____

in my capacity of _____

hereby certify that _____

in his/her capacity of _____

has been duly authorised by a resolution of the _____ to represent and

sign all documents relating to the purchase of _____

on behalf of _____.

SIGNED :

DATE :

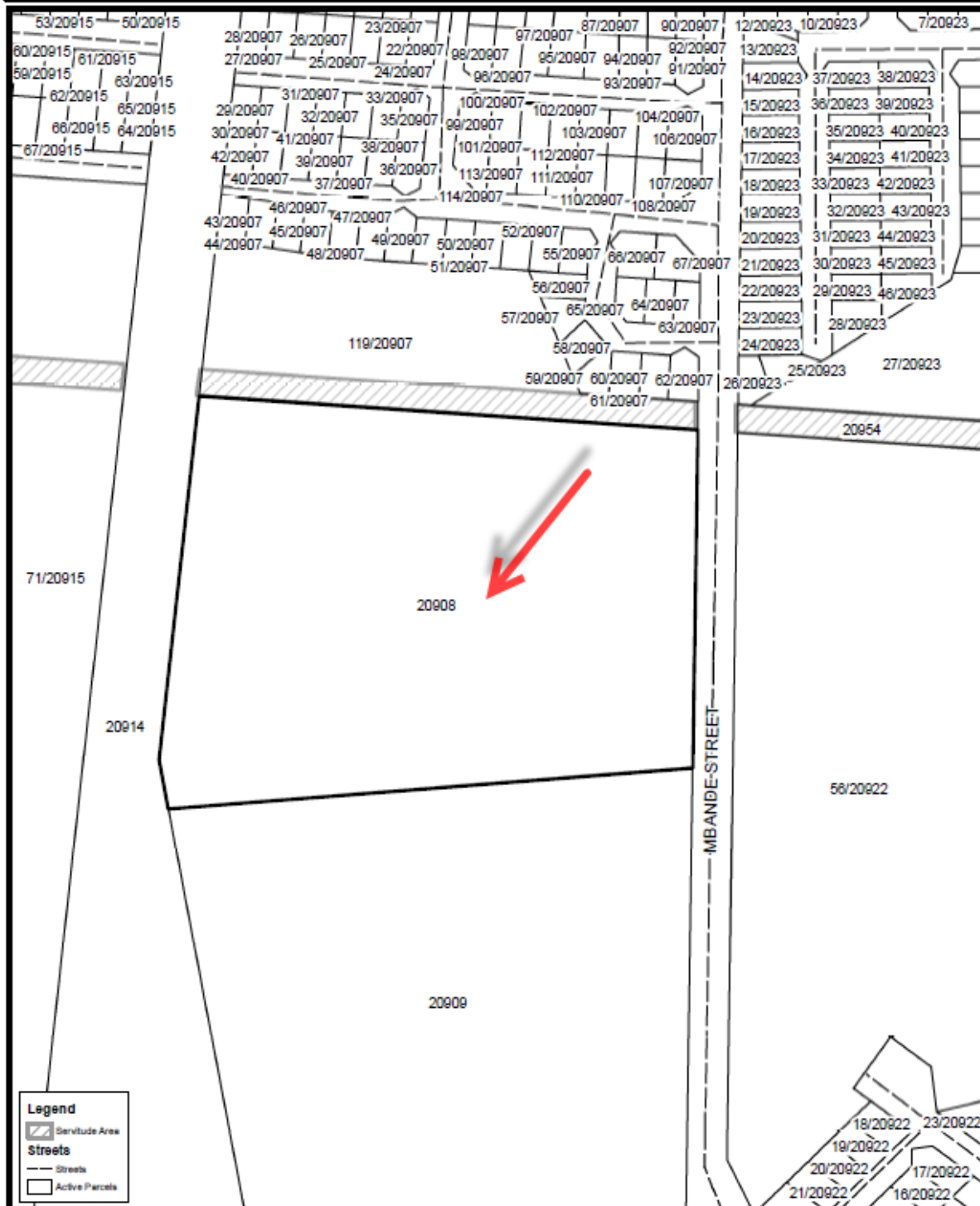
WITNESSES :

1.

2.

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ERF 20908 VOSLOORUS X28: BOKSBURG - WARD 47



REAL ESTATE DEPARTMENT: PORTFOLIO ADVISORY SERVICES
LOCALITY PLAN



4/12/2017

SCHEDULE 6

ADDITIONAL ADMINISTRATIVE DETAILS

General Administrative Matters

1. The final Award of the right to enter into the Purchase Agreement contemplated under this RFP is contingent upon approval and awarding of the bid by the City Manager of the CoE;
2. The CoE encourages all Bidders to employ a workforce reflective of the region's diversity. All Bidders shall adhere to all non-discrimination requirements;
3. The CoE shall not create barriers to open and fair opportunities for persons to participate in CoE contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with consultants, contractors, subcontractors and suppliers, Respondents shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person;
4. The CoE encourage all Bidders to promote opportunities for diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE") and Small Business Enterprises ("SBE") to be included as sub-consultants and/or vendors. However, nothing herein should be construed to indicate that an MBE, FBE or SBE may not apply and be selected independently. MBEs, FBEs, and SBEs that meet the qualifications of this RFP are encouraged to submit their qualifications for consideration. For an MBE, FBE or SBE to participate on the contract said MBE, FBE or SBE must be certified as an MBE or FBE. The same firm may not, for example, be listed for participation as a MBE organization and a SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the proposal. An Bidder is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Proposal is submitted;
5. The CoE is committed to the practice of non-discrimination in the selection of third-parties selected to advance the Khotsong Precinct Project, with a desire to reflect diversity in the participation of developers, contractors and subcontractors engaged in the project. All Bidders shall include specific information on the role of Minority and Female Owned Business Enterprises, if any.

Terms and Conditions

1. All submittals and supporting materials (exclusive of trade secrets), as well as correspondence relating to this RFP, will become the Property of the CoE when received. Subject to the applicable law, any proprietary or trade secret information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary or trade secret protected will not be honored.
2. All applicable Acts of Law, Regulations and Ordinances of all agencies having jurisdiction shall apply to the Bidders and their development activities and are expressly incorporated herein. The definitive agreement with the selected Bidder, and all questions concerning the execution,

validity or invalidity, capability of the parties, and the performance of the definitive Agreement, shall be interpreted in all respects in accordance with the laws of the Republic of South Africa.

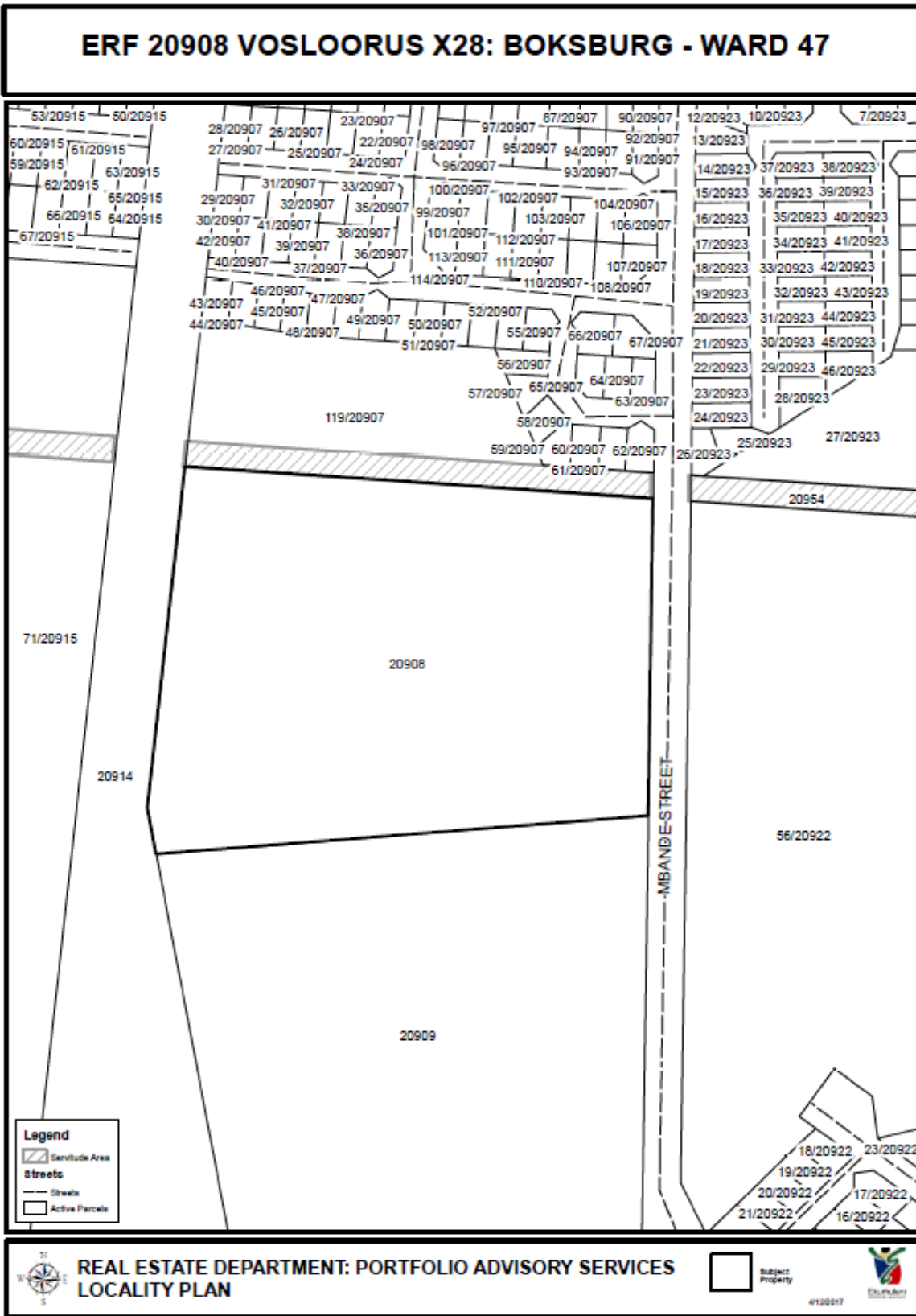
3. Appropriate qualified and registered professionals for any professional services shall be responsible for those portions of the work as may be required by law.
4. No proposal shall be considered, if received from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the CoE, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the CoE that is deemed irresponsible or unreliable by the CoE. Each Bidder shall be required to submit satisfactory evidence that they have the necessary financial resources to purchase and development the Property, which is awarded by the CoE.
5. Ex Parte Communications and Contact: Bidders are required to conduct the preparation of Proposals and participation in the interview and negotiation process, if selected, with professional integrity and without lobbying activities. Bidders and their respective agents and consultants are not permitted to contact or communicate with, directly or indirectly, any employee of the CoE regarding the subject matter of this RFP after the issuance date of this RFP, except as specifically permitted herein or approved in advance by the CoE.

Any confirmed allegation that a Bidder or Bidder team member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of Bidders is cause for disqualification of the Bidder and its team members from further consideration of such Bidder/Bidder team.

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APPENDICES

APPENDIX A – LOCALITY PLAN



APPENDIX B - ZONING CERTIFICATE



CITY PLANNING

P O Box 215
Boksburg
1460

Tel. (011) 999-6186
Fax (011) 917-2188

ZONING CERTIFICATE

	Property no.	Township / Farm / Holding
1. DESCRIPTION OF PROPERTY	20908	VOSLOORUS X28
2. TOWN PLANNING SCHEME	Ekurhuleni Town Planning Scheme, 2014.	
Zoning	SOCIAL SERVICES	
Central Business District (CBD)		
Annexure number	<null>	
Additional or Restrictive Rights	<null>	
Consent use number	<null>	
Consent use Description	<null>	
* Coverage	MUN	
* Height (in storeys)	MUN	
* Floor Area Ratio (FAR)	<null>	
* Density (per sqm or ha)	MUN	
Parking Requirements	Refer to Table "E" or Annexure	
Building Lines	Refer to Table "A" & "B" or Annexure	
3. STREET ADDRESS	<null>	



Siyanda Ngcobo
 Area Development Planner
 BoksburgCCC

Date: 11/4/2017

Properties with a relevant annexure/s are subject to the special rights, restrictions and conditions applicable to the property.

This certificate does not override any restrictive conditions contained in the Deeds of Transfer of any property.

Terms used as defined in the Ekurhuleni Town Planning Scheme 2014.

* Refer to Clause 24.1 with regards to controls approved in terms of an erstwhile Town Planning Scheme.

Reference: Unrestricted (UNR); Annexure (ANX); Municipality (MUN); Site Development Plan (SDP);
Local Spatial Development Framework (LSDF)

Version 6