

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF PROPOSED DISPOSAL OF ERF3018 CAPE RD, 24 BEAUFORT STREET, GOODWOOD, CAPE TOWN

Project title:	PROPOSED DISPOSAL OF ERF 3018 CAPE RD, 24 BEAUFORT STREET, GOODWOOD, CAPE TOWN
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Bid no:	CPTSC07/22		
Advertising date:	21/10/2022	Closing date:	11/11/2022
Closing time:	11H00	Validity period:	365 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input checked="" type="checkbox"/>	Submission of offer to purchase (REMS -01)
9.	<input checked="" type="checkbox"/>	Submission of DPW 16 (EC). Tender clarification meeting certificate as proof of your attendance of compulsory meeting
10.	<input type="checkbox"/>	Only SA citizens: SA ID documents
11.	<input checked="" type="checkbox"/>	Submission of PA 11 :bidder's disclosure (annexure E) Submission of procurement points (annexure D)

Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

1	<input type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	<input type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	<input checked="" type="checkbox"/>	Submission of copy of ID/ marriage certificate (if applicable)
9	<input checked="" type="checkbox"/>	Tax clearance or SARS PIN
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria

12	<input type="checkbox"/>	Specify other responsiveness criteria
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Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;</p>

This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	
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Functionality criteria:	Weighting factor:
Total	100 Points

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address Customs House, Lower Heerengracht Street, Foreshore, Cape Town, 8000. A non-refundable bid deposit of R 0 is payable, (Cash only) is required on collection of the bid documents.
- A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Customs House on 31/10/2022 starting at 11h00 am. Venue Dome. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Singatha Maholwana	Telephone no:	021 402 2111
Cell no:	076 423 7538	Fax no:	086 272 6023
E-mail:	singatha.maholwana@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:


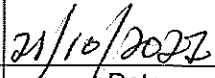
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 Cape Town 8000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Customs House Lower Heerengracht Street Foreshor, Cape Towne Tender Box Main entrance Ground Floor</p>
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COMPILED BY:

Singatha Maholwana		Project Leader	
Name of Project Leader	Signature	Capacity	Date

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	PROPOSED DISPOSAL OF ERF 3018, CAPE RD, 24 BEAUFORT STREET, GOODWOOD, CAPE TOWN		
Tender no:	CPTSC07/22	Reference no:	
Closing date:	11/11/2022		

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **31/10/2022**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Singatha Maholwana		
Name of DPW Representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

INVITATION TO SUBMIT OFFERS

BID NUMBER: CPTSC07/22 CLOSING DATE: 11/11/2022

PROPOSED DISPOSAL OF ERF 3018, CAPE RD, 24 BEAUFORT STREET, GOODWOOD, CAPE TOWN



Compulsory briefing session will be on the **31 October 2022** at Customs House Level: **3 Dome**

Viewing of the property will be on:.....

Enquiries:

Singatha Maholwana

Disposals Management

Tel: 021402111

Email: Singatha.maholwana@dpw.gov.za

www.dpw.gov.za

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INVITATION TO SUBMIT OFFERS

2 PROPOSED DISPOSAL OF ERF 3018, CAPE RD, 24 BEAUFORT STREET, GOODWOOD, CAPE TOWN

Notice is hereby given in terms of the provisions of the National Department of Public Works and Infrastructure Act, 1961 (Act 48 of 1961) ("the Act") and its Regulations that it is the intention of the National Department of Public Works and Infrastructure, to dispose of the above-mentioned property.

Closing date and time: All offers should be submitted before **11:00** on **11/11/2022**. Offers must be deposited in the **tender box** situated at **Customs House, Heerengracht Street, Foreshore, Cape Town**. Offers submitted after the closing date and time will not be considered.

It should be noted that the Department of Public Works and Infrastructure (NDPWI) is under no obligation to accept the highest or any offers. Offers will be adjudicated in terms of the provisions of the policy of the NDPWI for the disposal of fixed assets. Full details are set out in the offer document. Interested parties are invited to attend the opening of offers shortly after the closing time. Adjudication will take place at a later stage.

Please note that offers, which are not submitted in a properly sealed and marked envelope and / or not deposited in the relevant tender box and/or after the closing date and time, will not be considered. **Faxed or E-mailed offers will not be considered.**

Compulsory briefing and viewing of the property will take place on the **31/10/2022**

The National Department of Public Works and Infrastructure is not bound to accept any offer and reserves the right to accept any offer in whole or in part. **No conditional offers will be accepted.**

3 LOCATION

The property is situated at Erf **3018 [24 BEAUFORT STREET, GOODWOOD, CAPE TOWN]**, in extent of **496** square metres. Attached are locality plans marked **Annexure "A"** as well as a copy of Title Deed No T45083/2011 attached as **Annexure "B"**

Note: Property will be sold Voets Toets

The Bidders should also note that the property is illegally occupied and the Department is in the process of getting the illegal occupants out of the property.

4 GENERAL INFORMATION

The current zoning status of the property is **Residential zone**:

5 CONDITIONS OF DISPOSAL/OFFER REQUIREMENTS

- (i) The Bidder must complete, initial and sign all documentation including the Offer to Purchase **(marked as REMS 01)** that forms part of this offer documentation.
- (ii) A complete set of documents must be returned
- (iii) Only offers equal or higher than the market value of the property, as determined by an independent Valuer, will be considered and evaluated.
- (iv) The successful bidder will be selected by the Regional Office of NDPWI Cape Town **as per criteria outlined on the document** on the basis of its assessment of the offers that have been submitted.
- (v) The Department at its sole discretion reserves the right to interview any of the qualified bidder for clarification on any issue pertaining to their respective offer documentation and to further negotiate with the successful bidder on any aspect related to the offer.
- (vi) A deposit of 10 % (ten percent) of the Purchase Price shall be paid by the Purchaser within 30 (thirty) days after the Purchaser has been informed in writing that the Purchaser's offer was accepted.
- (vii) A reasonable cancellation fee will be payable by the Purchaser and will be set off against the deposit in the event of a breach of contract by the Purchaser that leads to a cancellation of the Offer/Deed of Sale.
- (viii) All Bidders as part of their offers must submit **substantial written valid confirmation from a reputable Financial Institution that he/she/they has/have access to sufficient funds for the purchase of the property to the National Government's satisfaction. Only valid original or valid certified copy by the commissioner of oath will be considered.** The bidder should submit a pre-bond approval by the bank.
- (ix) The balance of the purchase price shall be paid against registration of transfer of the property into the name of the successful Bidder.

- (x) If the bidder is an individual, proof of residence, a certified copy of the Identification document and original six (6) month bank statement must be submitted with the bid documentation.
- (xi) The successful bidder will take transfer of the property as set out in the deed of sale. In the event that there is a delay on the part of the purchaser to take transfer of the property, the Department will have the right to claim interest on the purchase price at an interest rate as determined by the Treasury.
- (xii) The purchaser will be responsible for all costs and processes to obtain all further approvals required by the Local Authority to use and develop the property.

6 CONDITIONS PERTAINING TO THE SUBMISSION AND EVALUATION OF OFFERS

- (xiii) The submission of an offer shall presume complete acceptance of all the conditions and requirements stipulated in this document.
- (xiv) The Bidder shall be deemed to have acquainted himself / herself of all conditions, requirements and circumstances affecting the property.
- (xv) Bids shall remain open and valid for acceptance by NDPWI for a period of 12 (twelve) months calculated from the date of closure of the offer. The NDPWI however maintains the right to negotiate an extension of time and conditions.
- (xvi) Offers are to be submitted in a sealed envelope indicating the full particulars and offer number (as stated in the notice) for which it is submitted.
- (xvii) The bidder will be given 30 days to raise the capital and if after 30 days the capital is not raised yet, then the department will move to the next bidder.
- (xviii) The applicant must ensure that offers are deposited in the correct offer box (as indicated in the offer notice), **at the following address:**

Customs house
Heerengracht Street
Foreshore
Cape Town
8001

(xix) Any Bid received after the closing date and time for receipt of this offer (as indicated in the notice), and / or which do not include all the required information as indicated in this document above, will not be considered.

(xx) The NDPWI is not liable for any costs incurred in the preparation and submission of offers.

7 TARGET MARKET

7.1 The Department prefers to sell its property to the **First Time buyers** (people who never own any property); **Youth** (35 years and below); **Disability** (a doctors certificate is required); **Military Veteran** (proof is required).

8 ENQUIRIES

Enquiries related to the purchase of this property can be directed to Mr Singatha Maholwana
Directorate: Real Estate Management Services: Disposals at 021 402 2111/ 076 423 7538 email
Singatha.maholwana@dpw.gov.za.

9 LIST OF RETURNABLE DOCUMENTS

COMPULSORY RETURNABLE DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

(Mark the "Returnable document" column to indicate which documents must be returned with the tender)

Tender document name	Number of pages issued	Returnable document
Locality Plan (Annexure A)	1	No
Title Deed (Annexure B)	8	No
Offer To Purchase (Annexure C)	1	Yes
Preference Procurement Point (D)	1	Yes
Valid Tax Clearance Certificate issued by the South African Revenue Services	-	Yes
Declaration of interests (Revised PA 11)	8	Yes
Certified copy of Identity Document(s)	-	Yes
Certified copy of Marriage Certificate	-	If applicable
Proof of funding		Yes
Proof of Residential Address	-	If applicable
SARS PIN or Valid Tax Certificate	-	Yes

FAILURE TO PROVIDE ALL THE DOCUMENTATION LISTED ABOVE, AT TIME OF CLOSURE OF THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITH NO RECOURSE WHATSOEVER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
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13			
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15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
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14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

ANNEXURE A

Goodwood



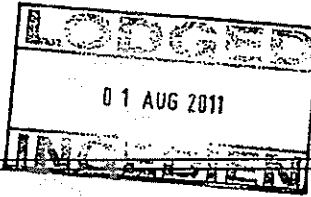
Goodwood



ANNEXURE B

Datum van indiening/Date of lodgement

1/08/2011



A. VIR AKTEKANTOOR GEBRUIK/FOR DEEDS OFFICE USE

-08-10

	Ondersoekers/Examiners	Kamers/ Rooms	Skakeling/Linking	Verwerp/ Reject	Passeer/Pass
1.	D. NITSKY 1169				
2.	M. HANSELO 1124				<i>[Signature]</i>
3.					

B. VIR AKTEBESORGER SE GEBRUIK/FOR CONVEYANCER'S USE.

Aard van akte/Nature of Deed: *Transfer*

E.L. BOWTON

The National Court of the Republic
g.v./i.f.o.

Verw. No./Ref. No.: *AT/W20130 of SA.*

T 000045083 / 2011

Skakeling/Linking

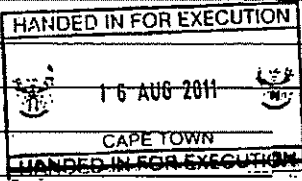
Titelaktes, ens. binne/Title deeds, etc. within

1 1 *T44047/90*

GELYKTYDIGES/SIMULS

No. in stel/batch	Kode Code	Name van Partye/Names of Parties	Naam van Firma/Name of Firm	Firma/ Firm No.
1	T	<i>E.L. BOWTON National Court of Republic of SA</i>	<i>Pincus Matz</i>	<i>154</i>
2				
3				
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12				

EXAMINER'S NOTES INSIDE



Registrasie versoek deur
 Registration requested by

Datum
 Date

CTN
154

(Kort beskrywing van eiendom (slegs para 1 in Akte/Brief description of property (merely para 1 in Deed))

REMAINDER ERF 3018 GOODWOOD

MS

~~W~~ W

1. Identify transferee & transferor, or

last necessary affidavits
(see will at item 3.1) JW/PLW if necessary

2. P.S. & writing.

I.I. HANSLO 1124

3. Identify property & will
Identify that it is one and
the same property

I.I. HANSLO 1124

conveyancer
A. TOOLEY

4. ~~Sign 2.1~~ Why?

I.I. HANSLO 1124


I CERTIFY THAT THIS PROPERTY
DOES NOT FORM AN ASSET IN A
JOINT ESTATE.

~~CONVEYANCER~~
A. TOOLEY

154

154
PINCUS MATZ & MARQUARD
BRODIE ROAD
WYNBERG

Prepared by me


CONVEYANCER
TOOLEY A

FEE
R. 550,00

T 000045083 / 2011

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

ALISON TOOLEY

appeared before me, REGISTRAR OF DEEDS at Cape Town, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at Wynberg on 12 July 2011 granted to him by

The Executor in the Estate Late
CLAIRE SHELLEY BOULTON
Number 1775/2011

DATA / VERIFY
19 SEP 2011
VAN WYK JENNY
GONCALVES

And the said appearer declared that:

WHEREAS the withinmentioned property formed an asset in the above estate

AND WHEREAS the deceased died on 27 January 2011

AND WHEREAS in terms of the Last Will and Testament of the deceased dated 15th June 2009, the transferee is entitled to the withinmentioned property

NOW THEREFORE he, the said appearer, in his capacity aforesaid, did, by virtue these presents, cede and transfer to and on behalf of:

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

its Successors in Title or assigns, in full and free property

REMAINDER ERF 3018 GOODWOOD
IN THE CITY OF CAPE TOWN
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE

IN EXTENT 496 (FOUR HUNDRED AND NINETY SIX) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer T4649/1916 with diagram annexed and held by Deed of Transfer Number T44047/1990.

A. SUBJECT to such conditions as are referred to in said Deed of Transfer T4649/1916.

R

WHEREFORE the said Appearer, renouncing all right and title which the said

**ESTATE LATE CLAIRE SHELLEY BOULTON
Number 1775/2011**


heretofore had to the premises, did in consequence also acknowledge her to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the value of the property to be **R642 600,00 (SIX HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED RAND)**


IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Cape Town on 17 AUGUST 2011



q.q.

In my presence



REGISTRAR OF DEEDS

25

154

154
PINCUS MATZ & MARQUARD
BRODIE ROAD
WYNBERG

Prepared by me



CONVEYANCER
TOOLEY A

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

LESLIE CLIFFORD MASTERSON, in my capacity as Executor in the Estate Late CLAIRE SHELLEY BOULTON, Identity Number 500114 0172 08 4, who died on 27 January 2011, acting under Letters of Executorship Number 1775/2011 issued by the Master of the High Court of South Africa (Western Cape High Court, Cape Town) at Cape Town on 16 February 2011

do hereby nominate and appoint ALISON TOOLEY and/or BEN-ZION SURDUT and/or MARK SCHAFER and/or MATINA ANGELINIADIS and/or SIMON DOUGLAS MCKENZIE and/or JACOB PHILIP SEGALL and/or MARJA MAGDALENA RIJKE and/or NIGEL IRONSIDE MARSH

with power of substitution to be my Agent, to appear at the Office of the REGISTRAR OF DEEDS at Cape Town or elsewhere and then and there to act as my Attorney and Agent and to declare that:

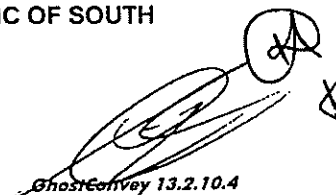
WHEREAS the withinmentioned property formed an asset in the above estate

AND WHEREAS the deceased died on 27 January 2011

AND WHEREAS In terms of the Last Will and Testament of the deceased dated 15th June 2009, the transferee is entitled to the withinmentioned property

NOW THEREFORE I do hereby authorise and empower my said attorney and agent to pass transfer to:

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH
AFRICA



GhostConvey 13.2.10.4

the property described as:

REMAINDER ERF 3018 GOODWOOD
IN THE CITY OF CAPE TOWN
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE

IN EXTENT 496 (FOUR HUNDRED AND NINETY SIX) SQUARE METRES

HELD BY Deed of Transfer Number T44047/1990

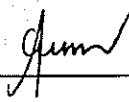
And acknowledging the value of the property to be the sum of R642 600,00 (SIX HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED RAND)

And further cede and transfer the said property in full and free property to the said transferee/s, to renounce all the right, title and interest which the Estate heretofore had in and to the said property, to promise to free and warrant the said property, and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents, and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes as I might or could do if personally present and acting herein; hereby ratifying, allowing and confirming all and whatsoever my attorney and agent shall lawfully do or cause to be done in the premises by virtue of these presents.

EXECUTED AT Wynberg on 12 July 2011 in the presence of the undersigned witnesses.

AS WITNESSES:

1.



2.





Executor



TRANSFER DUTY

TD3

Receipt or exemption certificate

Transfer Duty Act, 1949

Part 2

Our Reference : 1035524

Receipt Number : Unallocated

Details of seller(s) or transferor(s)

Full name: ESTATE LATE CLAIRE SHELLEY BOULTON

Identity/Trust/CC/Company Number: 005001140172084 Income tax reference number: 00000135096028

If you are a VAT Vendor, state your VAT: NO If you are not registered for Income Tax, state your annual income from all sources: R 0.00

Registration Number: []

Marital Status: N/A

Spouse name: []

Marital Notes: []

Details of purchaser(s) / Transferee(s)

Full name: THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Identity/Trust/CC/Company Number: 0000000000000000 Income tax reference number: 000000000000

If you are a VAT Vendor, state your VAT: NO If you are not registered for Income Tax, state your annual income from all sources: R 0.00

Registration Number: []

Property Details (As per Deeds registry)

Description of Property (as per deeds registry): REMAINDER ERF 3018 GOODWOOD IN THE CITY OF CAPE TOWN CAPE DIVISION PROVINCE OF THE WESTERN CAPE IN EXTENT 496 (FOUR HUNDRED AND NINETY SIX) SQUARE METRES

Nature of property: PRIMARY RESIDENCE If improved indicate IMPROVED

24 BEAUFORT STREET GOODWOOD

Postal Code: 7460

Details of purchase transaction

Acquisition Date: 27 JAN 2011 Bought By: PRIVATE TREATY

Consideration: R 0.00 Any other consideration payable: R 0.00

Total Consideration: R 0.00 Fair Value: R 0.00

Calculation of Duty and interest payable

Transfer duty payable on: R 0.00 being fair value: NO

Natural person %: 000%

Non natural person %: 000%

Sub total: R 0.00

Penalty / Interest: R 0.00

Total Paid: R 0.00

Declaration by Conveyancer

I / We ALISON TOOLEY

heroby certify that this is a true copy of the transfer duty receipt / exemption certificate, drawn from the SARS-web-site (e-filing only)

Signature: [Signature] Date: ddmmYYYY 28-07-2011

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CLEARANCE CERTIFICATE FOR MUNICIPAL SERVICES, SURCHARGES ON FEES, PROPERTY RATES, OTHER MUNICIPAL TAXES, LEVIES, DUTIES ON TRANSFER OF PROPERTY

Authority is hereby granted in terms of section 118 of the Local Government Municipal Systems Act, 2000 (32 of 2000), for the registration of the transfer of the property/ies mentioned herein.

Issued by:

Certificate Nr.: 316064/2011

Date: 28/07/2011

Valid Until: 28/11/2011

Ref Nr.: W20130

Transfer from: CLAIRE SHELLEY BOULTON Id. Nr: 5001140172084

Transfer to: THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA Id. Nr: 00

Exf/Farm portion: 3018 Township GOODHOOD /Farm: Council: CAPE TOWN COUNCIL

Declaration By Conveyancer:

I ALISON TOOLEY

acting on behalf of

PINCUS MATZ & MARQUARD

hereby certify that this is a true copy of the rates clearance certificate drawn from GhostConvey.

B. D. WILLIAMS
for: Executive Director: Finance

Signature: [Signature] Date: 01/08/2011

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**CERTIFICATE IN TERMS OF SECTION 42(1) OF THE
ADMINISTRATION OF ESTATES ACT 66 OF 1965**

I, the undersigned, ALISON TOOLEY a duly admitted Conveyancer, do hereby certify that the transfer in respect of the following property, namely:

REMAINDER ERF 3018 GOODWOOD
IN THE CITY OF CAPE TOWN
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE

IN EXTENT 496 (FOUR HUNDRED AND NINETY SIX) SQUARE METRES

HELD BY Deed of Transfer Number T44047/1990

from


THE ESTATE LATE
CLAIRE SHELLEY BOULTON
No. 1775/2011

to

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

is in accordance with the Liquidation and Distribution Account, which laid open for inspection and that no objection to the registration of aforesaid transfer have been received.

SIGNED AT WIMBORER on 1 AUGUST 2011


ALISON TOOLEY
CONVEYANCER

CONVEYANCER'S CERTIFICATE

I, the undersigned,

ALISON TOOLEY

CONVEYANCER of Cape Town attending to the transfer of the undermentioned property from:

The Executor in the Estate Late
CLAIRE SHELLEY BOULTON
Number 1775/2011

TO

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

do hereby certify that :

The property does not form part of a joint estate:

REMAINDER ERF 3018 GOODWOOD
IN THE CITY OF CAPE TOWN
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE

IN EXTENT 496 (FOUR HUNDRED AND NINETY SIX) SQUARE METRES

HELD BY Deed of Transfer Number T44047/1990

SIGNED AT Wynberg on 28 July 2011.

CONVEYANCER
ALISON TOOLEY



(b)

11/12/2011

TESTAMENT AANGENEEM EN GEREISTREER
 WILL ACCEPTED AND REGISTERED

MEESTER VAN DIE HOOGGEREGSHOF
 MASTER OF THE HIGH COURT
 KAAPSTAD/CAPE TOWN

14/2 2011

LAST WILL AND TESTAMENT

This is the Last Will and Testament of **CLAIRE SHELLEY BOULTON** presently residing at 24 Beaufort Street, Goodwood.

1. I hereby revoke, cancel and annul all previous Wills, Codicils or other Testamentary Writings heretofore made or executed by me individually or jointly and declare this to be my Last Will and Testament.
2. I hereby nominate, constitute and appoint **CELIA HALKETT**, or failing her for any reason, the senior partner of the firm Pincus Matz and Marquard of Wynberg, Cape Town, or its successor firm, to be the Executor of this my Will and Trustee of my estate. I specifically direct that he/she shall not be required to furnish security to the Master of the High Court for the due performance of his/her duties in this capacity.
3. I hereby give and bequeath:
 - 3.1 my property situate at 24 Beaufort Street, Goodwood, to the **SOUTH AFRICAN POLICE SERVICE, GOODWOOD**. It is my wish that the property be used by the detectives and drug squad, Goodwood;
 - 3.2 the sum of R50 000.00 to **PETER KOBOKA** of 3 Rhodes Court, 11th Avenue, Elsie's River (021 - 932 2289);
 - 3.3 the sum of R50 000.00 to the **ANIMAL ANTI-CRUELTY LEAGUE**, 39 Bofors Circle, Epping Industria (021 - 534 6426);

AS WITNESSES:

1. _____
 2. _____

 TESTATRIX

3.4 the rest and residue of my estate, whether movable or immovable and of whatsoever nature and wheresoever situate, to **ZWELANDILE SIGIJIMI** of 48 Tsime Mhlauli Street, Vukuzenzele, Browns Farm, Phillipi (078 303 7887), and failing him for any reason, his spouse and children.

4. Should any of my beneficiaries be married in community of property or in future enter into such a marriage I determine that his or her inheritance or bequest shall be excluded from such community of property or should he / she be married out of community of property or in future enter into such marriage subject to the Accrual System in terms of Act 88 of 1984 any benefit in terms of this my Will shall be excluded from any such accrual.


5. It is my wish that my body be cremated, without ceremony.

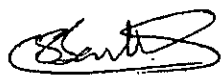
SIGNED AT WANSBEC THE 15th DAY OF JUNE 2009

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES ALL OF US BEING PRESENT AT THE SAME TIME

AS WITNESSES:

1. 

2. 


TESTATRIX

SERTIFIKAAT/CERTIFICATE

GESERTIFISEER AS 'N FOTOSTAATAAFDRUK VAN 'N DOKUMENT
WAT IN DIE KANTOOR BEWAAR WORD.

CERTIFIED AS A PHOTOSTAT COPY OF A DOCUMENT F.
THIS OFFICE



MEESTER VAN DIE HOË HOF / MASTER OF THE HIGH COURT
MEESTER SE KANTOOR KAAPSTAD / MASTERS OFFICE CAPE TOWN

MASTER OF THE HIGH COURT CAPE TOWN

CAPE TOWN

2011 -07- 01

KAAPSTAD

MEESTER VAN DIE VES-KAAP HOË HOF

154

PINCUS MATZ & MARQUARD



CONVEYANCER'S CERTIFICATE

I, the undersigned,

ALISON TOOLEY,

hereby certify that as per CRC 9/2008, the vesting clause must read as follows :

"National Government of the Republic of South Africa", as the bequest is in favour of the South African Police Service, which is a National Department. (see copy of page 1-128(B) of Deeds Practice Manual lodged herewith.

SIGNED AT WYNBERG ON THIS 15th DAY OF August 2010 AT



CONVEYANCER
ALISON TOOLEY



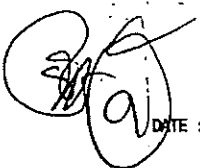
TRACK NUMBER : 88894218336

BLACK-BOOKING ENQUIRY ON NAME - BOUTON CLAUDE SHELLEY
ID NUMBER - 5681148172884
BIRTH DATE - 9
MARITAL STATUS - UNMARRIED
MAIDEN NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON HAS NO CONTRACTS/INTERDICTIONS

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***



TRACK NUMBER : 88004218336

BLACK-BOOKING ENQUIRY ON NAME - BOULTON CLAIRE SHELLEY B-E-
ID NUMBER -
BIRTH DATE - 0
MARITAL STATUS -
MAIDEN NAME -
TYPE OF PERSON -

PERSON DOES NOT EXIST

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***

THE INFORMATION ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
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FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

(Handwritten marks: a scribble and the number 10 in a circle)

TRACK NUMBER : 88984218336

PROPERTY DETAILS PRINT FOR PORTION 0 (R/E)
ERF NO 3918
TOWNSHIP GOODWOOD
REG DIV NOT AVAILABLE

PROVINCE WESTERN CAPE
PREV DESCRIPTION
DIAGRAM DEED NO T4649/1916
EXTENT 496 SQM
CLEARANCE CITY OF CAPE TOWN

(Circled) NO INTERDICTS
(Circled) NO DOCUMENTS

OWNER DETAILS

FULL NAME & SHARE	PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	MMD	MICROFILM REF
BOLTON CLAIRE SHELLEY	19890809	R39000.00		5001148172884	T44047/1990	9727	1990 1131 1108

* O/P/A - O - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***

A - MULTIPLE OWNER AND PROPERTY

ANNEXURE C

OFFER TO PURCHASE AND DECLARATION

OFFER TO PURCHASE			
1	Name of Bidder		
2	Contact Details	Cell:	Tel:
		Email:	
3	Company Name		
4	Offer Price	Rand	
	Amount		

DECLARATION OF INTEREST

<p>I, _____ ID NO _____</p> <p>herewith declare that, the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me.</p> <p>I undertake to inform you any changes in these circumstances, including if an issue arise during the course of the open tender process.</p>

Signed on this _____ day of _____ in _____

Signature: _____

Representative Name: _____

Position _____

ANNEXURE D

ANNEXURE D

PROCUREMENT POINT

Procurement points will be given to bidders who are:

PREFERENCE	POINTS	YES/NO
Previously disadvantaged first time buyers (Youth, Disabled people and Military Veterans)	50	
Previously disadvantaged people (Youth, Disabled people and Military Veterans)	30	
First time buyers	20	

First preference will be given to the bidders who reached 50 points

Second preference will be given to the bidders who reached 30 points

Third preference will be given to the bidders who reached 20 points

If preference points has been claimed or obtained on a fraudulent basis or any of the condition of Bid have not been fulfilled, the Department may, in addition to any other remedy it may have-

- a. Disqualify the bidder from the bidding process,
- b. Cancel the Bid and claim any damages which the Department has suffered as a result of having to make less favourable arrangements due to such cancellation,
- c. Restrict the bidder who acted on a fraudulent basis, from obtaining business from any organ of State for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

DECLARATION WITH REGARD TO PROCUREMENT POINTS CLAIMED

I/we, the undersigned, certify that the points claimed is true and correct

Name of Bidder: _____

Signature: _____

Date: _____

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4



AGREEMENT OF SALE

made and entered into by and between

THE NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF PUBLIC WORKS

Herein represented byin his capacity as Director Property Management (Cape Town) in the Department of Public Works duly authorised thereto by the Minister of Public Works by virtue of a Special General Power of Attorney PA 139/1989 registered in the Office of the Registrar of Deeds, Cape Town on 16 February 1989.

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

1.

)

(herein represented byin his capacity as of thebeing duly appointed thereto by the governing body and his members to as the **(PURCHASER)**)

WHEREAS **Farm/Erf** (**in extent**) situated in, Province of Western Cape is State-owned property and is held by the National Government vide Deed of Transfer T

(hereinafter referred to as the "**Property**")

WHEREAS The **SELLER** is prepared to sell the **Property** to the **PURCHASER** and the **PURCHASER** is prepared to purchase the **Property** from the **SELLER**,

Now therefore the parties agree as follows:

1. PURCHASE PRICE

- 1.1 The SELLER agrees to sell the Property to the PURCHASER for the purchase price of **R.....** (.....rands).
- 1.2 It is hereby recorded, that the Department of Land Affairs will be responsible to pay all costs incidental to the transaction, on behalf of the Purchaser. The purchase price is payable by the purchaser to the seller on the date of registration of transfer and in the interim secured by a bank guarantee by a registered bank and payable commission fee at Cape Town. The original guarantee must be delivered to the offices of the SELLER within 21 (twenty one days from the date that the last signature is affixed to this Agreement.
- 1.3 The provision of a bank guarantee (referred to in clause 1.2) is a suspensive condition to this Agreement, and as such failure to provide the guarantee within the stated time-period, shall result in the lapse of this Agreement, and hence render the Agreement of no force and effect.

2. VALUE ADDED TAX / TRANSFER DUTY

It is herewith recorded that the SELLER is not registered as a VAT vendor in terms of the VAT Act, 1991. For purposes of the sale of this Property, the PURCHASER shall be liable to pay transfer duty, in terms of the Transfer Duty Act, 1949.

3. REZONING, SUBDIVISION & TRANSFER COSTS

The PURCHASER shall be liable for the payment of any and all costs related to the transfer of the Property into the name of PURCHASER as well as all costs relating to the rezoning and/or subdivision of the Property, if applicable. The PURCHASER shall have no claim against the SELLER for the reimbursement of any costs incurred herein.

4. RATES & MUNICIPAL LEVIES

The PURCHASER shall be liable for the payment of the rates and levies from date of possession. The PURCHASER shall reimburse the SELLER for any amounts for property rates or levies, which amounts have been paid up, beyond the date of possession by the Seller.

5. VOETSTOOTS

The Property is sold "voetstoots" (as it stands) and the PURCHASER acknowledges having visited and inspected the Property and is fully acquainted with the state and condition thereof. The PURCHASER shall not hold the SELLER liable for any defects, patent, and latent or otherwise in the Property nor any damages occasioned to or suffered by the PURCHASER by reason of any such defect.

6. DATE OF POSSESSION & OCCUPATIONAL RENTAL

6.1 It is hereby recorded that the PURCHASER took possession and occupation of the Property, on the registration of transfer from which date all risks, profit and loss in respect of the Property shall pass, to the PURCHASER, whom shall be liable for the payment of rates and levies in respect of the property from such date.

6.2 Should the purchaser take occupation of the property prior to the date of registration, the Purchaser in consideration of such occupation shall pay occupational rental to the Seller for the duration of such occupation. Such occupational rental shall be equal to 6 % (six percent), of the purchase price of the Property per annum and shall be payable monthly in advance

7. RESTITUTION CLAIMS

The SELLER hereby declares that the Property is not subject to land claims in terms of the Restitution of Land Rights Act, 1994 as evidenced by the written confirmation from the Regional Land Claims Commissioner (Cape Town).

8. CERTIFICATES TO BE PROCURED BY PURCHASER

The Seller shall not be responsible for obtaining a beetle-free certificate and electrical compliance at its own cost. The SELLER

shall not be held responsible for any costs emanating from any replacement/repair work, which may be required, as a result of the issuing of any of the above certificates.

9. **BREACH**

Should the Purchaser fail to make any payments provided for herein, or otherwise commit a breach of any of the conditions hereof, and remain in default for 7 (SEVEN) days after despatch of a written notice by registered post, requiring him/her to make such payment or to remedy any other breach, the Seller shall be entitled to, and without prejudice to any other rights available at law:

- 9.1 claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this Deed of Sale; or
- 9.2 cancel this Deed of Sale and retain all amounts paid by the Purchaser as roukoop or a genuine pre-estimate of damage suffered by the Seller, and furthermore the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he may have caused on the property, whether with or without the Seller's consent; and
- 9.3 claim payment of the arrear occupational interest due under this Deed of Sale, which will be regarded as a portion of the pre-estimated damage.
- 9.4 Alternative to the above, the Seller shall be entitled to cancel this Deed of Sale and to recover any damage that he may have suffered as a result of the breach of the Purchaser, from the Purchaser

10 **DISPUTE RESOLUTION**

For the purpose of resolving any dispute that may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court. This clause shall be deemed to constitute

the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Court Act, 1944 or any amendment thereof, provided that the Seller shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the magistrate's court.

11 COMPLIANCE WITH LAWS

The PURCHASER and SELLER shall be bound to comply with the provisions of any law and/or by-law applicable in the municipal jurisdiction in which the Property is situated, as well as any other legislation that places an onus on either Party regarding the sale of; alternatively the utilisation of the said Property.

12 MINERAL RIGHTS

The sale of the Property Shall be subject to the condition that all rights to precious stones, precious metals, base minerals and natural oil and gas on or below the Property are reserved by the SELLER.

13 INDEMNITY

The PURCHASER hereby specifically indemnifies the SELLER against any liability, loss or claim, whether arising in common law or by Statute, consequent against personal injuries to or the death of any person whether arising out of or caused by improvements on the Property, or any other cause whatsoever.

14 AMENDMENT OF CONTRACT

Any addition to or deletion or amendment of this Agreement shall be null and void unless made in writing and signed by both Parties.

15 NOTICES AND DOMICILIA

- 15.1 The Parties choose the addresses set forth hereunder as their respective *domicilia citandi et executandi* for all purposes arising out of this Agreement and as their respective addresses for service of any notices required to be served upon them hereunder—

SELLER

PHYSICAL ADDRESS

C/O Director Estate Management Services (Cape Town)
National Department of Public Works and Infrastructure
Customs Building, Heerengracht, Foreshore, Cape Town, 8000

POSTAL ADDRESS

Private Bag X9027, Cape Town, 8000

TEL (021)

FAX

PURCHASER

TEL:

Shall serve as their respective *domicilium citandi et executandi*

15.2 Any notice or other communication given by any of the Parties in terms of or arising from this Agreement to the other, shall be deemed to have been received by the addressee thereof:

15.2.1 if delivered by hand to the *domicilium citandi et executandi* of that Party on the date of such delivery,

15.2.2 if delivered by facsimile, the printed date reflected on the facsimile report; and

15.2.3 if sent by pre-paid registered post to the *domicilium citandi et executandi*, five (5) days after the date of posting.

15.3 Either Party shall be entitled at any time to vary the address chosen by it as set forth by written notice to the other of them to that effect.

THUS DONE AND SIGNED BY THE SELLER AT
ON THIS DAY OF 2022

.....
SELLER
FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS

WITNESSES

1. 2.

THUS DONE AND SIGNED BY THE PURCHASER AT
.....

ON THIS DAY OF 2022

.....
PURCHASER/S

WITNESSES

1. 2.