



**PRIVATE SECTOR OPPORTUNITY FOR
THE LEASE OF MUNICIPAL PROPERTY
BEING A PORTION OF ERF 4831, HERMANUS KNOWN AS**

MAANSKYNBAAI, HERMANUS

FOR RECREATIONAL PURPOSES

TENDER DOCUMENTATION
INVITATION TO ALL PARTIES INTERESTED IN SUBMITTING TENDERS FOR
THE

SHORT TERM LEASE

OF A PORTION OF ERF 4831, HERMANUS.

Name of Tenderer: _____

Contact Person: _____

Contact Number: _____

Table of Contents

Proposal Document	3
SMC 1 General Conditions of Tender	7
MBD 1 Invitation to Bid	9
MBD 2 Tax Clearance Certificate Requirements	11
MBD 4 Declaration of Interest.....	12
MBD 6.1 Preference Points Claim Forms, Purchases	15
MBD 6.7 Preference Points Claim Form, Upliftment of Communities.....	22
MBD 6.11 Preference Points Claim Form, Overstrand Municipality.....	24
MBD 8 Declaration of Bidder's Past Supply Chain Management Practices.....	26
Annexure A: Map indicating the footprints of the 30 boathouses	28
Annexure B: Conditions of Lease	30
Annexure C: Copy of Title Deed	36

1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to call for tenders to lease the property known as Maanskynbaai being a portion of Erf 4831, Hermanus owned by the Municipality. This site was historically used for the sole purpose of providing accommodation for boats and/or boating equipment with facilities for day visitors.
- 1.2. The objective of this exercise is to enable the Council to select the best concept submission in terms of both the financial offer and appropriate concept.
- 1.3. The document is self-explanatory and interested parties are encouraged to read through them carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.

2. THE TENDER PROCESS

The process to be followed in this tender shall be as follows:

- 2.1. The submission of the tender must be in accordance with **paragraph 9** of this document.
- 2.2. The submission of a proposed lease and the financial offer made must be clearly set out in the applicants submission as per the requirements set out in **paragraph 7** of this document.
- 2.3. The submission of a business/management plan which should include proposals on conserving indigenous vegetation and the clearing of invasive vegetation.
- 2.4. The conditions of lease are set out in a document attached as Annexure C. The lease will not be longer than 3 years with no option of renewal.
- 2.5. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee, following which a decision will be made by the Council. It should be noted that council is not obliged to accept any of the tenders submitted.
- 2.6. The property concerned is currently zoned for **Public Open Space with limited resort related activities allowed** in terms of the relevant Title Deed attached per Annexure D.
- 2.7. Any tenderer must indemnify the Municipality from any claims which may arise from the use of the immovable property.

3. THE ROLE OF THE PROPERTY WITHIN THE OVERSTRAND

- 3.1. The site is located just East of Hermanus on the road to Stanford and borders onto the Klein River Lagoon. (See Annexure A)
- 3.2. The site may only be used for accommodating boats and boating equipment and day visitor facilities.
- 3.3. The site will not be alienated and will remain the property of the Overstrand Municipality.

4. PROPERTY DESCRIPTION AND DETAILS

- 4.1. The property is known as Maanskynbaai and is registered in the name of Overstrand Municipality.
- 4.2. The size of the subject portion of Erf 4831 is approximately 7,5 ha in extent.

5. DEVELOPMENT DIRECTIVES

- 5.1. Development will be limited to the reconstruction / restoration of approximately 35 existing boathouses on the current footprint bearing in mind the environmental and visual sensitivity of the site. Building plans must be submitted to the Municipality in the prescribed manner and written approval by the Manager: Building Control of the Municipality must be obtained before any construction may commence. The appearances of the boathouses must be uniform.
- 5.2. Only low impact single story buildings will be allowed.
- 5.3. **No additional boathouses or any other kind of building and/or structure except for a gatehouse will be allowed.**
- 5.4. **The use of the boathouses will be limited to storage of boats and boating equipment. No overnight facilities and ablution facilities will be allowed in individual boathouses.**
- 5.5. The property must be properly fenced and security control measures must be put in place.
- 5.6. The proposal should provide for the implementation of security measures to control access to the premises without preventing the broad public from obtaining access to the premises. Admission fees must be collected in accordance with the approved tariff rate of the Municipality. The approved tariff rate for the coming financial year (2009/2010) is R25 per car per day which is subject to annual adjustment at approximately Consumer Price Index. The access fees must be used for maintenance of the facilities.
- 5.7. Tenderers must provide in their proposals for the upgrading and maintenance of the existing public toilets.

- 5.8. The final agreement will require that persons who are both **ratepayers** of the Overstrand Municipality and **registered to vote** in the Overstrand Municipal Area will receive preference in obtaining leases for boathouses.
- 5.9. The site shall be used for:
- Public boat launching facilities
 - Public parking facilities (existing)
 - Public picnic area with ablution facilities
 - Accommodation for boats and/or boating equipment.

6. SERVICES

- 6.1. Ablution facilities for individual boathouses will not be allowed and a 10,000ℓ conservancy tank must be constructed for the public ablution facilities at the cost of the successful tenderer and to the satisfaction of the Director: Infrastructure and Planning.
- 6.2. There are no water and electricity services available on the site.
- 6.3. Council's Infrastructure and Planning Directorate must be contacted for any further information required with regard to the services to the site.

7. SUBMISSION REQUIREMENTS

- 7.1. Submissions are invited from all parties with the financial means and experience to submit a tender for the lease of the site.
- 7.2. The evaluation of the tenders and the final decision of Council will be scored according to the following criteria:

<ul style="list-style-type: none"> • Lease amount Based on the monetary offer made and calculated as lease amount. 	30
<ul style="list-style-type: none"> • Development Concept: How the propose lease deals with development constraints presented by the site within its surroundings. The desirability of the proposed lease of the site in fulfilling its tourism potential. Security provided and accessibility for the General Public. 	30
<ul style="list-style-type: none"> • Financial: Provide financial analysis and economic modelling and the tenderers ability to mobilise the resources and to finance the project within a particular time frame. 	15
<ul style="list-style-type: none"> • Applicants experience and expertise: The applicant's track-record regarding his/her ability and experience with reference to developments of a similar nature. 	5
<ul style="list-style-type: none"> • PPPFA Regulations 2001: The ability and plans for the development of skills and the upliftment of local people through the creation of jobs and other related local socio- 	20

economic objectives. Involvement of local businesses, contractors and professionals, as well as previously disadvantaged persons in the development process in the short, medium and long term. Refer to MBD 6.1, 6.7 and 6.11 for the forms to be completed in this regard.

TOTAL	100
--------------	------------

- 7.3. Each and every tenderer will pay a non refundable tender participation fee of **R70,00** per set of tender documents required for the purpose of tendering. Cheques to be made out to the "Overstrand Municipality".

8. AGREEMENT OF LEASE

- 8.1. Council will proceed with the legal steps necessary for timeously finalising the lease of the site to the successful tenderer.

9. METHOD OF SUBMISSION

- 9.1. The submission must be submitted in a sealed envelope and endorsed

"PROPOSAL NO.SC681/2009: LEASE OF MAANSKYNBAAI".

- 9.2. The submission must be deposited in **Tender Box Number 2** in the foyer of the Municipal Offices, Magnolia Avenue, Hermanus, before 12 noon on Friday **17 July 2009** and will be opened in the Supply Chain Committee Room, Hermanus Administration immediately after the closing time.

Proposals which are not submitted in a sealed envelope or tenders received after closing time and date, will not be considered.

Proposals that are deposited in the incorrect box will not be considered.

The tender box deposit slots are 28 X 2,5 cm.

Mailed, telegraphic or faxed tenders will not be accepted.

- 9.3. Council is not obliged to accept the highest bid or any of the proposals submitted.

10. ACCEPTANCE

The tender shall remain irrevocably open for acceptance by the Municipality for a period of 120 days calculated from the date of the closing of tender.

OVERSTRAND MUNICIPALITY
(hereinafter referred to as the Municipality)

GENERAL CONDITIONS OF TENDER

- (a) The tender must be submitted in a sealed envelope addressed to the Municipal Manager and endorsed by indicating the tender number and description.
- (b) The tender must be lodged by the Tenderer in tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Road, Hermanus.
- (c) Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- (d) Tenders may **not** be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- (e) A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
- (f) Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
- (g) Alterations or deletions not signed by the Tenderer may render the tender invalid.
- (h) the Municipality shall have the right summarily to disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**

That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

- (i) All prices shall be quoted in South African currency and be **inclusive** of **VAT**.

INVOICES, VAT AND PAYMENTS

1. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
HERMANUS
7200.

2. Value-Added Tax (VAT)

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R1 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is **4140106396**.

3. Payments

There will be one payment per month to the Contractor.

Standard Payment Terms

Invoices received for services for a particular calendar month's services, will be paid between the 20th and 25th of the ensuing month.

Payments to SMME / HDI Contractors

Invoices received for services for a particular calendar month, will be paid between the 11th and 16th of the ensuing month.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY

PROPOSAL NUMBER: **SC 681/2009** CLOSING DATE: **17 JULY 2009** CLOSING TIME: **12:00**

DESCRIPTION: **SHORT TERM LEASE OF MAANSKYNBAAI**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE DEPOSITED IN THE BID **BOX NUMBER: 2** SITUATED AT:

**THE MUNICIPAL OFFICES
OVERSTRAND MUNICIPALITY
MAGNOLIA STREET
HERMANUS**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Please Note:

- **Tenders that are deposited in the incorrect box will not be considered.**
Tender box deposit slot is 28cm x 2.5cm.
Mailed, telegraphic or faxed tenders will not be accepted.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Lease Amount
2. Development Concept
3. Financial
4. Applicants Experience & Expertise
5. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

..... CODE.....NUMBER.....

CELL PHONE NUMBER

.....

FACSIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? **YES / NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE
GOODS/SERVICES OFFERED BY YOU? **YES / NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE (in words)

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING **TECHNICAL INFORMATION** MAY BE DIRECTED TO:

Department:	PROPERTY ADMINISTRATION		
Contact Person:	ALTA MARAIS		
Tel:	028 313 8102		
Fax:	028	312	1894

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. 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.
6. 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.

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the Municipality.
- 2. Any person, having a kinship with persons in the service of the Municipality, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the Municipality, it is required that the bidder or their authorised 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 Municipality* YES / NO

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the Municipality for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.

.....
.....

* MSCM Regulations: "in the service of the Municipality" 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 (family, friend, other) with persons in the service of the Municipality 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 (family, friend, other) between a bidder and any persons in the service of the Municipality 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 service of the Municipality? **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 service of the Municipality? **YES / NO**

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct.

I accept that the MUNICIPALITY may act against me should this declaration prove to be false.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

LEASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HIDIs), AS PRESCRIBED IN TE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

(a) GENERAL CONDITIONS

(i) The following preference point systems are applicable to all bids:

- 4. the 80/20 system for requirements with a Rand value of up to R500 000; and
- 5. the 90/10 system for requirements with a Rand value above R500 000.

(ii) The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.

(iii) Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE, DEVELOPMENT CONCEPT, EXPERIENCE, ETC	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	

2. Historically Disadvantaged Individuals:

- 3. who had no franchise in national elections before the 1983 and 1993 Constitutions 4
- (ii) who is a female 2
- (iii) who has a disability 2

(b) Other specific goals (goals of the RDP- plus local manufacture):

- (i) Upliftment of communities (MBD 6.9) 4
- (ii) Local tenderers MBD 6.11) 8

Total points for Price, HDIs and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 3.9 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) 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
 - (2) who is a female; and/or
 - (3) 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 a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Rand value of bid under consideration
- P_{\min} = Rand value of lowest acceptable bid

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

- NEP = Points awarded for equity ownership by an HDI
- NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category
- EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.9.

Ownership	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%
8.2 Equity ownership by women	%
8.3 Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

State where business is situated:

Registered Account No:

Stand No:

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.10 Consortium / Joint Venture

9.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.9)	Percentage (%) of the contract value managed or executed by the HDI member

9.11 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

WITNESSES:

4.

(b)

.....
SIGNATURE (S) OF BIDDER (S)

DATE:.....

ADDRESS:.....

.....

.....

.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2001**

UPLIFTMENT OF COMMUNITIES THROUGH, BUT NOT LIMITED TO HOUSING, TRANSPORT, SCHOOLS, INFRASTRUCTURE, DONATIONS AND CHARITY ORGANISATIONS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17 (3) (k) of the Preferential Procurement Regulations makes provision for the promotion of active involvement in the upliftment of communities through, but not limited to, housing, transport, schools, infrastructure, donations and charity organisations.

SPECIFIC GOAL	POINTS ALLOCATED
The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure, donations and charity organisations.	4

2. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 4 below

3. POINTS CLAIMED

Indicate whether the point(s) allocated for this goal is (are) claimed. Yes / No

4. INFORMATION WITH REGARD TO COMMUNITY UPLIFTMENT

- 4.1 Indicate whether your company is involved in the upliftment of communities through, but not limited to, housing, transport, schools, infrastructure, donations and charity organisations. Yes / No

3.8 Points will be awarded for social spin-offs. Please indicate as an annexure, full details of the social spin-offs which your company can contribute.

(c) BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on community upliftment, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have

- (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

WITNESSES:

1.

2.

.....
SIGNATURE (S) OF BIDDER (S)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2001

PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS
AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT
REGULATIONS, 2001.

4 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises
located in a specific municipal area for work to be done or services to be rendered in that municipal area.

5 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the
Overstrand Municipality. This includes an enterprise whose head office may be situated in elsewhere, but has
established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this
Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly
excluded from claiming points for this goal.

SPECIFIC GOAL

POINTS
ALLOCATED

The stimulation of the local economy by procuring from enterprises located within the
borders of the Overstrand Municipality.

8

6 Preference points may only be claimed by enterprises located within the Overstrand
Municipality. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the
declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the
Overstrand Municipality is/are claimed.

Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:

.....

Postal:.....

Telephone: Fax:

.....

Municipal Account No: Stand No:

.....

Address of Head Office: Physical:

Postal:.....

Telephone: Fax:
.....

Municipal Account No: Stand No:
.....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (d) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

WITNESSES:

- 1.
- 2.

.....
SIGNATURE (S) OF BIDDER (S)

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

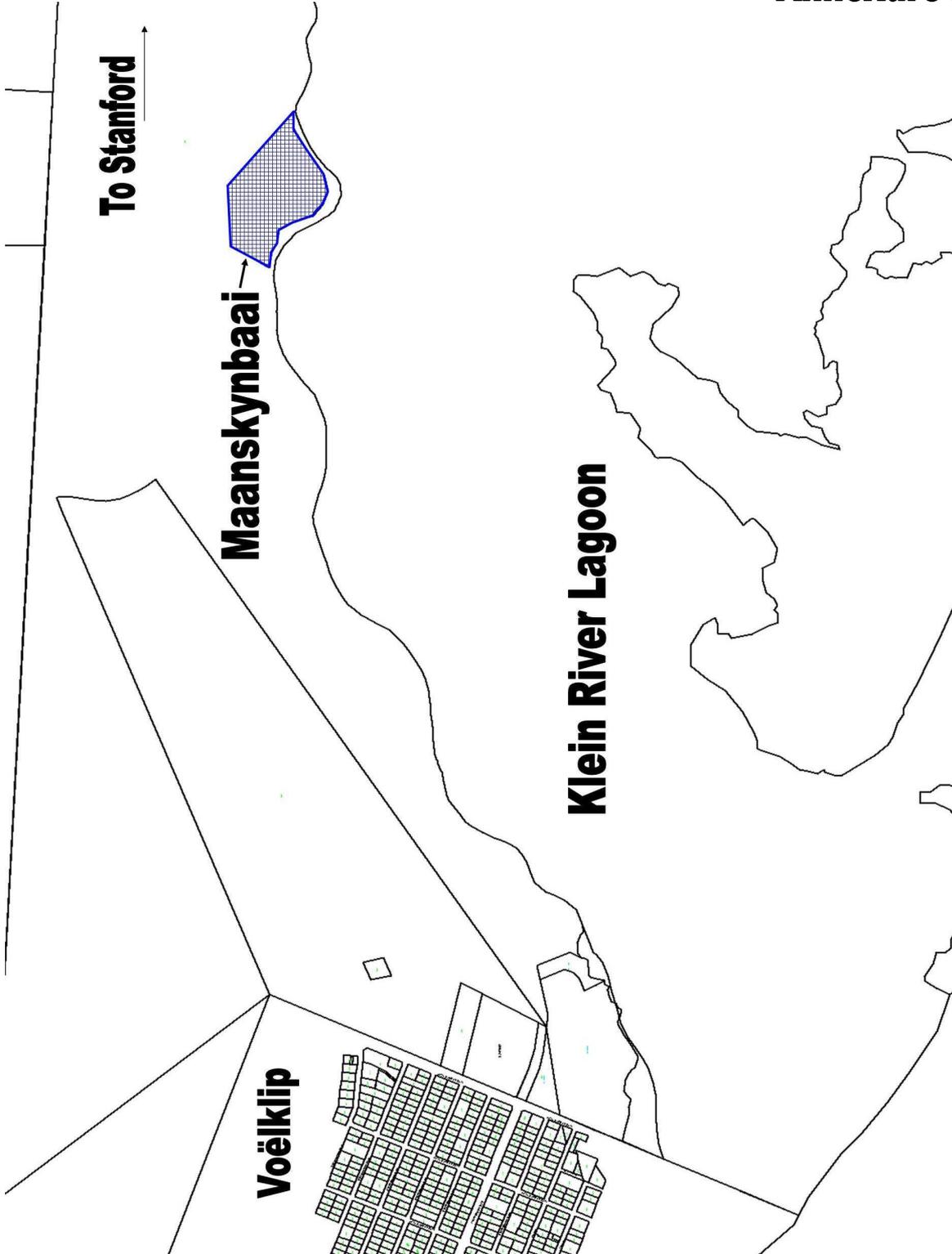
.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Annexure A1/2



STANDARD CONDITIONS LEASE**1. THE PREMISES**

A portion of Erf 4831, Hermanus known as Maanskygbaai.

2. LEASE PERIOD

This lease shall endure for a period of 3 (THREE) years with no option for renewal and shall commence as soon as possible after the tender has been awarded.

3. RENTAL

The rental amount shall be the amount proposed by the successful tenderer escalating annually by a percentage equal to the consumer price index averaged over the three months prior to the date of escalation in respect of the premises, such rental to be payable monthly in advance at the municipal cashiers, Hermanus or by way of direct deposit or by way of electronic funds transfer.

4. SUBJECTIONS OF LEASE

- 4.1. This lease shall be subject in all respects to the provisions of the Asset Management Policy of the Overstrand Municipality with regard to the Management and Administration of Immovable Property adopted by the Council of the Municipality on 27 August 2008.
- 4.2. This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the land hereby leased.

5. UTILISATION

- 5.1. The said premises, together with such buildings and other structures as may be erected in accordance with the provisions of the tender document shall be used exclusively for accommodation of boats and/or boating equipment and for day visitors.
- 5.2. No caravans, tents or other camping will be permitted on the site and buildings and/or structures erected in terms of this agreement shall not be used for human habitation. In particular, the **LESSEE** undertakes and agrees not to use the said premises or any portion thereof as a dwelling house or as a place of business on whatever account.
- 5.3. The lease agreement does not authorise the **LESSEE** to effect trading of any nature on the site. The **LESSEE** shall not be permitted to operate his boat or boats and/or boating equipment for hire purposes.
- 5.4. The **LESSEE** will implement security measures to control access to the premises without preventing the broad public to obtain access to the premises and use the available facilities for day visitors and collect admission fees in accordance with the approved tariff rate of the Municipality.

5.5. Access to the land by the **LESSEE** or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the **LESSOR** and the **LESSEE**.

6. RIGHTS AND DUTIES OF LESSEE

6.1. The **LESSEE** shall, enclose the whole of the land hereby leased with suitable fences and implement security control measures to the satisfaction of the **LESSOR**.

6.2. The **LESSEE** shall not use or cause or permit to be used any fence, building and/or structure which is or which may hereafter be erected on the land for the display of advertisements of any description whatsoever with the proviso that this clause is not intended to prohibit the erection of warning signs for security and/or safety purposes.

6.3. The **LESSEE** shall not erect or cause or permit to be erected any buildings and/or structures on the land or structural alterations to any buildings or structures except with the prior written consent of the **LESSOR** given under the hand of the Municipal Manager, such approval not be unreasonably withheld.

6.4. No buildings and/or structures shall be erected until such time as the plans therefore have been approved by the **LESSOR** and shall be completed within a period of 6 (SIX) months of the date of approval mentioned in 6.3 above.

6.5. The **LESSEE** shall not for whatever reason during the currency of the agreement cede, assign, transfer, or make over its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the **LESSOR** given under the hand of the Municipal Manager, such approval not be unreasonably withheld.

6.6. The **LESSEE** shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.

7. MAINTENANCE

7.1. The **LESSEE** agrees at all times to keep and maintain the land and all buildings, fences and structures thereon in good and effective order and condition.

7.2. No indigenous trees growing on the land shall be cut down or interfered with without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager and the **LESSEE** shall promote the clearing and control of invasive vegetation.

7.3. The **LESSEE** shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.

- 7.4. Any damage caused to the premises as a result of any dismantling or removal of equipment or as a result of the **LESSEE'S** failure to maintain the premises in such good order and condition, shall be made good by the **LESSEE** at the **LESSEE'S** own cost and expense within 30 (THIRTY) days after written notice is received from the **LESSOR**.
- 7.5. The **LESSOR** may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and may make an inventory of all defects or matters calling for repair found thereon or therein for which the **LESSEE** is responsible as herein provided and within 30 (THIRTY) days of the receipt of a notice in writing from the Municipal Manager calling upon it so to do, the **LESSEE** shall make good any defects or matters requiring repair as aforesaid and if the **LESSEE** shall fail to do so the **LESSOR** may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the **LESSEE**.
- 7.6. The **LESSOR** reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with, existing foul sewers, rising mains, storm water drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the **LESSOR** may in future lay in or across the land, the **LESSOR** reserving to itself the right to establish such services without notice.
- 7.7. The **LESSEE** shall not build over, alter, or in any manner disturb such services except under the express permission in writing of the Operational Manager of the municipality or his authorised representative in respect of the service concerned, and upon due compliance with any specified precautionary measures.
- 7.8. Should work involving maintenance, clearing, construction, reconstruction or repairs become necessary at any time the **LESSOR** shall, in performing such work cause as little inconvenience as possible to the **LESSEE**, regard being had to the nature of the work performed, and the **LESSOR** shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the **LESSOR** shall not be liable for any damage whatsoever which may be sustained by the **LESSEE** or any other person or body of persons as a result of the performance by the **LESSOR** of the work aforesaid.

8. RISK OF CONTENTS AND INSURANCE

- 8.1. All goods, property and effects of whatsoever nature owned by the **LESSEE** or any other person which at any time might be in/on/at the said premises shall be there at the sole risk of the **LESSEE** and the **LESSOR** shall not be liable to make good any loss or damage to such goods from any cause whatsoever.
- 8.2. The **LESSEE** undertakes for the currency of the lease to pay to the **LESSOR** the monthly insurance premium in respect of the subject portion of Erf 4831, Hermanus. The buildings and/or structures will be insured against damage or loss by the **LESSOR** in terms of this lease.

9. BREACH

9.1. The **LESSEE** hereby covenants with the **LESSOR** that the **LESSEE** will pay the rent as proposed and agrees also faithfully to observe and fulfil each and all the conditions of this lease.

9.2. In the event of:

9.2.1. the rental not being paid within 30 (THIRTY) days from the date when the same becomes due and payable; or

9.2.2. the said land, fence, buildings, and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition; or

9.2.3. any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, and after the **LESSEE** has been given 21 (TWENTY ONE) days notice by registered mail,

the **LESSOR** shall be entitled to cancel and annul this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the **LESSEE** such amount in respect of loss or damage as the **LESSOR** may have sustained or expenses which may be entailed upon the **LESSOR** by reason of the failure of the **LESSEE** to observe and fulfil the conditions of this lease. In such event the **LESSEE** shall not have the right to remove any building and/or structures which may have been erected from its own funds on the premises in terms of this lease.

10. TERMINATION AND CANCELLATION

10.1. In the event of the **LESSEE** dissolving or ceasing to exist at any time within the period of this lease, the lease shall terminate henceforth.

10.2. At expiration or in the event of cancellation of this lease, the land shall revert to and vest in the **LESSOR** without payment of any compensation whatsoever, and the **LESSEE** shall remove at his own expense and within a period of 3 (THREE) months from the date of expiration or cancellation of the agreement, any buildings and/or structures which may have been erected by the **LESSEE** from his own funds on the land in terms of the agreement. Any buildings and/or structures referred to above which are not removed accordingly, shall vest in and become the property of the **LESSOR** free of any compensation whatsoever. The **LESSEE** shall be liable to the **LESSOR** for any loss which may be sustained by the reason of the **LESSEE'S** failure to remove, if so required, any complete and/or incomplete buildings or structures from the land which may be deemed by the **LESSOR** to be a hindrance to its use of the land.

10.3. The **LESSEE** shall at the expiration of this lease restore and deliver up to the **LESSOR** the said premises, together with such buildings and other structures in a condition satisfactory to the **LESSOR**. The **LESSEE** shall compensate the municipality for any damages caused to the property for whatever reason.

10.4. Notwithstanding anything in this agreement contained the **LESSOR** may resume possession of the whole or any portion of the land at any time on giving three months' notice in writing to that effect and may cancel or amend the lease accordingly. Provided that if portion only of the land be resumed and it is of such an extent that the remainder is not in the opinion of the **LESSEE** of sufficient size for the purpose for which the land is leased, the **LESSEE** shall have the option of cancelling the lease without claiming compensation.

11. GENERAL

11.1. The **LESSEE** undertakes that it will be responsible for payment at the normal tariffs for rates and any municipal services provided to the land hereby leased, whether at the request of the **LESSEE** or not.

11.2. The **LESSEE** shall at all times well and sufficiently indemnify the **LESSOR** and keep the **LESSOR** indemnified against all liability howsoever caused or arising that may be the direct or indirect result of the use of the land in question, and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the **LESSOR** or incurred or become payable by the **LESSOR** at the suit of any person.

11.3. It shall at no time be considered that the **LESSEE** has by virtue of this Agreement of Lease acquired any right or lawful claim to a grant of the premises.

11.4. No act of relaxation of indulgence or grace on the part of the **LESSOR** shall in any way be deemed to be a waiver by the **LESSOR** of any of its rights under this Agreement.

11.5. All conditions shall remain in force and shall not be amended unless amended in writing and signed by both parties.

12. DOMICILIUM

12.1. The parties herewith involved hereby appoints their respective address to be the *domicilia citandi et executandi* of the respective parties for all purposes of and connected with this lease to be the following:

for the **LESSOR**: The Municipal Offices, 8 Magnolia Avenue, Hermanus;

and

for the **LESSEE**: _____ (Physical Address);

or any such other address as may be mutually agreed upon in writing by both parties.

12.2. Service of any notice or any process addressed accordingly by either party to the other shall be deemed to have been sufficiently served. Any legal proceedings against the **LESSEE** may at the option of the **LESSOR** be brought and conducted in the court of the Magistrate at Hermanus and assent to any increased jurisdiction required for that purpose is hereby given by the **LESSEE**.

NOTES:

1. **The municipality reserves the right to impose any additional conditions or scrap any condition it deems necessary.**
2. **The final agreement will make provision for that the lease of boathouses will be limited to persons who are both ratepayers of the Overstrand Municipality and registered to vote in the Overstrand Municipal Area.**



A copy of bill to be handed to Mr. J. van der Merwe, 15/11/47, in respect of the land mentioned in the above-mentioned deed.

REGISTRAR OF DEEDS
CAPE TOWN

REGISTRATION OF SERVITUDE
By Not. Deed No. 1, dated 28/10/46, the Council of the Municipality of Hermanus has acquired the right to use a beach which, heretofore, has been used by the public as a beach and for direct access to the sea. The said beach is situated on the beach between the sea and the sea wall at the end of the street known as 'The Strand' in the town of Hermanus. The said right is hereby registered in terms of the provisions of the Servitude Act, 1926 (No. 46) of 1926, and the said right is hereby registered in terms of the provisions of the Servitude Act, 1926 (No. 46) of 1926, and the said right is hereby registered in terms of the provisions of the Servitude Act, 1926 (No. 46) of 1926.

The said Not. Deed, wide copy appended here.

D.L. 98.

FOR NOTING ENDORSEMENTS SEE
VIR VERREKKE ENDOORSINGE DIE...

IN DIE TITULOSE AFKOPING WERD AS
BYST-DE JUDICE DE INSKRIEBER AS
A. J. van der Merwe



CROWN GRANT No. 110/42

In the name and on behalf of His Majesty GEORGE THE SIXTH by the Grace of God, of Great Britain, Ireland and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

WHEREAS THE COUNCIL OF THE MUNICIPALITY OF HERMANUS has applied for the issue to it of a Crown Grant in terms of Section 10 of the "Crown Lands Disposal Act, 1887" (No. 15 of 1887) Cape, in respect of a certain piece of land,
THE FISHERY,

situate in the Municipality of Hermanus, Division of Caledon, Province of the Cape of Good Hope:

AND WHEREAS under and by virtue of Executive Council Minute No. 2586 of the 13th August, 1942, authority has been granted for the issue of a Crown Grant in respect of the said land in favour of the said Council:

NOW, THEREFORE, THOSE PRESENTS WITNESS that there is hereby granted, coded and transferred by the Governor-General of the Union of South Africa unto the said

FILE *[Signature]*

THE COUNCIL OF THE MUNICIPALITY OF HERMANUS,
its successors-in-title or assigns, with full power and
authority henceforth to possess the same in perpetuity,
the said piece of land,

WHITE GROUP
BLANKE GROEP

THE FISHERY,

situate in the Municipality of Hermanus,
Division of Caledon, measuring two hundred and
seventy-three decimal nine four seven four
(273.9474) morgen, and represented and des-
cribed in the diagram (No. B 705/1873) hereunto
annexed.

Subject, however, to the following conditions imposed by
and in favour of the Government of the Union of South
Africa :-

- (1) The land hereby granted shall be used, in terms of a resolution of Parliament, dated 16th and 23rd March, 1934, only as a place of public resort.
- (2) The Government shall at all times have the free right to use any portion of the land hereby granted for the purpose of obtaining access to the Klein River Lake.
- (3) Subject to the provisions of the Reserved Minerals Development Act, 1926, and of the Precious Stones Act, 1927, as amended, all rights to all minerals, mineral products, mineral oils, coal, base or precious metals or precious stones in or under the land are reserved to the Government.

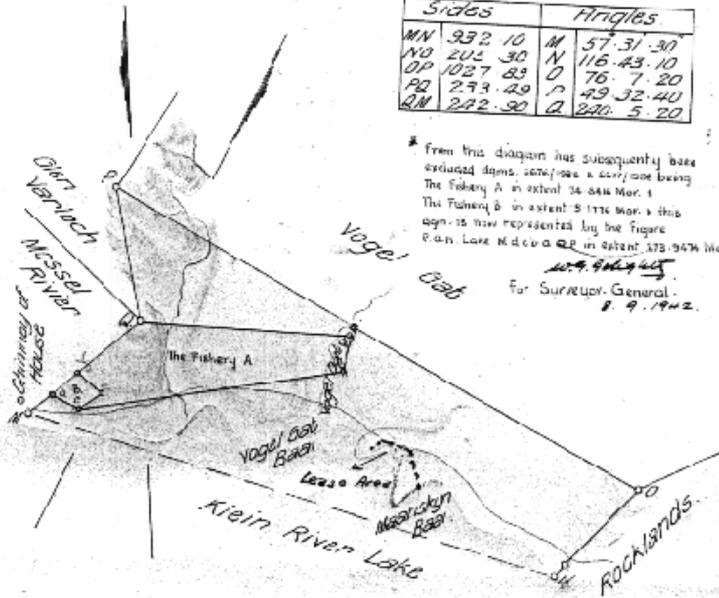
THUS DONE AND SIGNED by the Provincial Represe-
ntative, Department of Lands, at Cape Town, on the Thir-
day of November 1942, duly authorised thereto in

that

C3/4

The numerical data of this diagram are sufficiently consistent.
 No. 705, 1873.
 (Sgd.) T. Risler.
 Acb. Ex.

Sides		Angles	
MN	332.10	M	57.31.30
NO	202.30	N	116.43.10
OP	1027.83	O	76.7.20
PO	273.49	P	49.32.40
OM	242.90	O	84.5.20



* From this diagram has subsequently been
 extended dams, etc. etc. & a certificate being
 The Fishery A in extent 34 844 Morq. &
 The Fishery B in extent 5 1776 Morq. & this
 dgn. is now represented by the figure
 P. on Lake M. etc. etc. in extent 373,9474 Morqin.
 10.9.1942
 for Surveyor General.
 8.9.1942.

100 9 1 2 3 4 5 6 7 100
 Roods.

The above diagram *MNOPQ represents 353 Morgen and 560 Square
 roods (749.185 Acres) of ground situated in the division of
 Caledon field-Cornetuy of "Ulen Kraal", being the Fishery at
 Klein Rivier Lake;

Bounded N wds by Lot called "Vogel Gab",
 E wds by Lots named "Rock Lands",
 S wds by "Lake" and
 W wds by the farm "Massel Rivier & Olen Vanloch".

Surveyed &c. by me April 1873.
 (Sgd.) J.P. Kuyjs
 S.G.S.

Deacons pointed out to Mr. Field Cornet
 G.E. Moore and Mr. Surveyor Jno Geo Muller.

Copied from Diagram No. 705/1873.
 filed in the Surveyor General's Office.

W.G. Handwick
 for Surveyor General.

This diagram is annexed to Crown Grant No. 110 dated 3rd November 1942
 in favour of the Council of the Municipality of Middelburg.
 22 NOV 1942
 Provincial Representative

S. 5122/42
 J.C.

that behalf by the Governor-General, in terms of the Crown Land Disposal (Execution of Deeds) Act, 1911.

J. M. Koudie

PROVINCIAL REPRESENTATIVE:
DEPARTMENT OF LANDS; CAPE;

Ext: 854

Registered in the Farm Register
of Calcutta
Book F2 Folio 1460
Date: 11-11-1942

ANNULLED
DEPARTMENT OF LANDS
CAPE PROVINCE

R. J. van der Merwe
REGISTRAR OF DEEDS.

DIE GROOTTE VAN BINNENGEWEEDE EENDOIM
THE EXTENT OF THE WITHINMENTIONED PROP.
OMSKES IN METRIEKE MATE IS
METRIEKE MATE 234,644
REGISTERED IN THE
ASSISTANT REGISTRAR VAN AKTIES.
ASS. REGISTRAR OF DEEDS.
WAAR MOEDIG/LEETE WERKE NIEKSAK

5.9196 metrek = leased area

VERHUUR en Leasing...
LEASED to...
for...
by deed of Lease dated...
Registered this... day of...
19...
ABST. REGISTRATUUR
KAAPSTAD
CAPE TOWN

5.9196 metrek

VERHUUR en Leasing...
LEASED to...
for...
by deed of Lease dated...
Registered this... day of...
19...
ABST. REGISTRATUUR
KAAPSTAD
CAPE TOWN

CANCELLED
DEPARTMENT OF LANDS
CAPE PROVINCE