



OVERSTRAND MUNICIPALITY

**TENDER NO. SC865/2010 : TENDER FOR THE PURCHASE AND
DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLEI 566
HAWSTON IN THE OVERSTRAND MUNICIPAL AREA**

| | |
|----------------------|--------------------------|
| TENDERER | |
| TENDER AMOUNT | R (including VAT) |

Form of Offer and Acceptance on page 17

MAY 2010

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC865/2010

**TITLE: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE
FARM MIDDELVLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL
AREA**

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Part T1: Tendering procedures

1.1 Tender Notice and Invitation to Tender



OVERSTRAND MUNICIPALITY
P O Box 20, Hermanus, 7200

M.N. 34/2010

TENDER NO. SC865/2010

TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDEL VLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

Tenders are hereby invited for the purchase and development of the following vacant property as indicated:-

| AREA | PROPERTY | PRESENT ZONING | SIZE |
|---------|---|----------------|------------|
| HAWSTON | PORTION 3 OF THE FARM MIDDELVLEI NO. 566 | COMMONAGE | 206,957 ha |

Tender documents, in English, are obtainable at the offices of the Overstrand Municipality at Hermanus Town Planning Department (16 Paterson Street), Hermanus from 08:00 to 13:00 and 13:45 to 16:30, upon payment of a **non-refundable** tender participation fee of R400.00 per set. Tender documents will be available from 14 May 2010. Bank guaranteed cheques are to be made payable to "**Overstrand Municipality**". Alternatively the documents can be downloaded free of charge from website : www.overstrand.gov.za

The closing time and date of the tenders are **12:00 on Friday, 11 JUNE 2010.**

Sealed tenders with "Tender No. SC865/2010: Purchase and Development of Portion 3 of the farm Middel Vlei 566 Hawston in the Overstrand Municipal Area" clearly endorsed on the envelope, must be deposited in Tender Box No. 7 at the offices of Overstrand Municipality, Magnolia Avenue, Hermanus, before the closing date and time.

Tenders will be opened in public in the Committee Room, Hermanus Administration, as soon as possible after the closing time. Tenders must be valid for 16 weeks from the closing date.

The Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender, the Preferential Procurement Regulations of 2001, the Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality.

For more information **Mr R Kuchar** (028-313 8087) can be contacted.

W ZYBRANDS
MUNICIPAL MANAGER
Municipal Notice No. 34/2010

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC865/2010

TITLE: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

T1.2 Tender Data

| Clause number | |
|---------------|--|
| | <p>The conditions of tender are the standard conditions of tender as contained in Annexure F of Government Gazette No. 30692 (Annexure M).</p> <p>The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> |
| F.1.1 | The OWNER is Overstrand Municipality |
| F.1.2 | <p>The tender documents issued by the owner comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable Schedules</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Tender schedules</p> <p>Part 1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.3 Form of guarantee</p> <p>Part 2: Pricing Data</p> <p>C2.1 Pricing instructions</p> <p>Part 3: Scope of Tender</p> <p>C3.1 Scope of tender</p> |
| F.1.4 | <p>The owners representative is:</p> <p>Name: Mr. R Kuchar</p> <p>Address: Directorate: Infrastructure & Planning Overstrand Municipality PO Box 20 Magnolia Avenue Hermanus 7200</p> <p>Tel: 028 313 8087 Fax: 028 313 2093 E-mail: rkuchar@overstrand.gov.za</p> |
| F1.5.1 | Overstrand Municipality reserves the right to accept all, some, or none of the tenders / bids submitted – either wholly or in part – and it is not obliged to accept the highest tender / bid. Furthermore the Municipality reserves the right to award to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property to all people of the Western Cape Province in particular, and RSA in general. |
| F.2.1 | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none">1. Tender Entities that have proven financial backing and financial resources.2. Tax Clearance Certificate. |
| F.2.7 | There are no compulsory clarification or site meetings. |

| | |
|----------|--|
| F.2.12 | No alternative offers will be considered. |
| F.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy. |
| F.2.13.5 | <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: <i>Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus</i> Physical address: <i>Overstrand Municipality, Magnolia Avenue, Hermanus</i></p> <p>IDENTIFICATION DETAILS: TENDER NO. SC865/2010: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVEI 566, HAWSTON IN THE OVERSTRAND MUNICIPALITY AREA</p> |
| F.2.13 | A two-envelope procedure will not be followed. |
| F.2.15 | The closing time for submission of tender offers is 12h00 on Friday, 11 June 2010 |
| F.2.15 | Mailed, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| F.2.16 | The tender offer validity period is 120 days. |
| F.2.23 | <p>The tenderer is required to submit with his tender:</p> <p>1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;</p> |
| F.3.4 | <p>The time and location for opening of the tender offer is: Time: 12h00 on Friday, 11 June 2010 Location: Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus Tenders will be opened immediately after the closing time for tenders at 12h00</p> |
| F.3.11 | <p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The score for evaluation is to be calculated using the following formula:</p> $W_Q = W_2 \times S_O / M_S$ <p>where W_2 is the percentage score given to quality and equals 80/90 S_O is the score for quality allocated to the submission under consideration M_S is the maximum possible score for quality in respect of a submission</p> |

Scoring Preferences

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.

OR as indicated in the MBD forms

| Description of Quality Criteria: | | Elevation points for tenders > R500 000.00 | |
|---|-----------|--|--|
| 1. Development proposal | | 50 | |
| • Environmental integrity - | 20 | | |
| - % of property not covered with structure (structure being any building) | 10 | | |
| - % of property to be rehabilitated | 10 | | |
| • Uniqueness of proposal - | 20 | | |
| - International, National Provincial exposure (5 points for each sector) | 15 | | |
| - Concept does not exist in Overstrand | 5 | | |
| • Project Plan | 10 | | |
| - Compliance to legislation | 5 | | |
| - Projected timeframes | 5 | | |
| 2. Track Record | | 10 | |
| • Similar project completed successfully | 5 | | |
| • Exposure of projects Years in operation in SA (1 point for each year) | 5 | | |
| 3. Price | | 20 | |
| • Price (highest price) | 10 | | |
| • Community value (Direct and Indirect) | 10 | | |
| 4. Financial Ability | | 10 | |
| • Proof of funding for project | 5 | | |
| • Proof of funding the purchase | 5 | | |
| | | | |
| | | | |
| 5. Empowerment | | 10 | |
| • Disabled MBD 6.2 (ANNEXURE F) | | | |
| • Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE G) | | | |
| • MBD 2 (ANNEXURE H) | | | |
| • MBD 4 (ANNEXURE I) | | | |
| • MBD 8 (ANNEXURE J) | | | |
| TOTAL | | 100 | |

IMPORTANT – Tenderers should make sure that the proposal to be submitted adequately addresses all Criteria above.

| | |
|---------|---|
| F3.13.1 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Municipality's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect. e) It is considered that the performance of the services will not be compromised through any conflict of interest. |
| F.3.18 | The number of paper copies of the signed contract to be provided by the employer is 1 |

Part T2: Returnable Schedules

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC865/2010

TITLE: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents in addition to the proposal:

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Proof of financial backing and financial resources
- 1.2 Authority Signatory

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- 2.1 Certificate of Authority for Joint Ventures (If Applicable)
- 2.2 ANNEXURE F - MBD 6.2
- 2.3 ANNEXURE H - MBD 6.9; 6.10 + 6.11
- 2.4 ANNEXURE I - MBD 2 Tax clearance certificate requirements
- 2.5 ANNEXURE J – MBD 4 Declaration of interest
- 2.6 ANNEXURE K– MBD 8 Declaration of Bidder's past supply chain management practices

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 3.1 Record of Addenda
- 3.2 Compulsory Enterprise Questionnaire
- 4 C1.1 Form of Offer and Acceptance

T2.2 TENDER SCHEDULES

1.1 PROOF OF FINANCIAL BACKING AND FINANCIAL RESOURCES



**Name of Tendering
Entity :**

Signature :

Date :

1.2 AUTHORITY SIGNATORY

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly ☐authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly ☐authorized to sign the offer on the form of offer and acceptance on behalf ofby virtue of the Articles of Association/Resolution of the Board of Directors* or
.....

* Delete whichever is not applicable, or if neither is applicable, indicate alternate authority.

NAME:

CAPACITY:

SIGNATURE:

DATE:

WITNESSES: 1. 2.

2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms . . .
 , authorized signatory of the company
 , acting in the capacity of lead
 partner, to sign all documents in connection with the tender offer and any contract resulting from it on
 our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORIZED SIGNATORY |
|--------------|---------|---|
| Lead partner | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |

3.1 RECORD OF ADDENDA

| | | |
|---|-------------|-------------------------|
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
| | Date | Title or Details |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

3.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is

currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

Part C1: Agreements and Contract Data

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC865/2010

TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLIEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

C1.1 Form of Offer and Acceptance

Offer

The Municipality, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO SC865/2010

TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLIEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

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

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

THE OFFERED PRICE INCLUSIVE OF VALUE ADDED TAX IS:

Rand

.....(in words);

R..... (in figures)

This offer may be accepted by the Municipality by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data.

Signature

Name

Capacity

For the Tenderer

(Name and address of organization/tenderer)

Name and signature of witness

..... Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Municipality identified below accepts the tenderer's offer. Acceptance of the tenderer's offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this agreement and in the Deed of Sale to be concluded that is the subject of this agreement.

The tenderer shall within two weeks after receiving a completed copy of this agreement,, including the schedule of deviations (If any), arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document. Unless the tenderer (now Developer) within five (5) working days of the date off such receipt notifies the Municipality in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity for the
Municipality
OVERSTRAND MUNICIPALITY
Magnolia Avenue
Hermanus

Name and signature
of witness Date
.....

OVERSTRAND MUNICIPALITY

TENDER NO. SC 865/2010

TITLE: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA

C1.3 Form of Guarantee

Tender No. **SC 865/2010**

WHEREAS the OVERSTRAND MUNICIPALITY

(hereinafter referred to as the "Municipality") entered into, a Contract with:

.....
(hereinafter called "the successful Tenderer")

on the day of20.....,

for the purchase and development of Portion 3 of the farm Middelvlei No. 566 Hawston in the Overstrand Municipal Area.

AND WHEREAS it is provided by such Contract that the successful Tenderer shall provide the Municipality with security by way of a guarantee for the due and faithful fulfillment of such Contract by the successful Tenderer;

AND WHEREAS
has/have at the request of the successful Tenderer, agreed to give such guarantee;

NOW THEREFORE We, do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Municipality under renunciation of the benefits of division and excussion for the due and faithful performance by the successful Tenderer of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Municipality shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Municipality may take under such Contract, or of any modification, variation, alterations of the completion date which the Municipality may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Municipality shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the successful Tenderer.
4. This guarantee shall remain in full force and effect until the transfer of the described land in terms of the Contract, unless we are advised in writing by the Municipality before the transfer of the described land of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words);
R(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as:

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of 20.....

Signature

.....

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

Guarantor's seal or stamp

Part C2: Pricing data

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC865/2010

**TITLE: TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM
MIDDELVLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA**

C2.1 PRICING INSTRUCTION

The Tender price will be payable as follows;

- 10% of the purchase price on acceptance of the offer
- Remainder of purchase price is payable on transfer
- The tenderer must provide the total amount offered for the property (inclusive of Value Added Tax) Use C1.1 Form of Offer and Acceptance)

Part C3: Scope of Tender

1. INTRODUCTION

- 1.1 The Overstrand Municipality has decided to dispose of the property known as Portion 3 of the farm Middelvlei 566 Hawston. This site has been identified as an ideal location for a sensitive and unique development. The Municipality owns the land which is currently vacant. The proposal for its development is in line with government policy to maximise under utilised public property and to assist in job creation and tourist development.
- 1.2 The objective of this exercise is to enable the Bid Adjudication Committee to select the best submission in terms of both financial, track record and concept appropriateness for the site.
- 1.3 The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.

2. THE PROPOSAL CALL PROCESS

The process to be followed in this proposal call shall be as follow:

- 2.1 The submission of a tender proposal must be in accordance with Paragraph 9 of this document.
- 2.2 The submission of a tender price, plans and sketches as well as a written description of the envisaged development, the details of the operator as well as information regarding the source of development funds and the financial offer made must be clearly set out in the tenderer's submission as per the requirements set out in Paragraph 8 of this document.
- 2.3 A Deed of Sale will be entered into with the successful tenderer after the tender has been awarded.
- 2.4 The submissions will be evaluated by a duly constituted evaluation committee. It should be noted that the committee is not obliged to accept any of the proposals submitted.
- 2.5 On awarding the proposal call, a payment of the required **deposit of 10%** (ten percent) of the agreed purchase price, within a period of 10 (ten) business days after signing of the sales agreement.
- 2.6 The property concerned is currently zoned commonage.
- 2.7 On awarding of the tender, the transfer of the ownership of the land portions to the tenderer will proceed forthwith.

3. THE ROLE OF THE PROPERTY WITHIN THE NATURE OF ITS LOCALITY

- 3.1 The site is located between Hawston and Fisherhaven and adjacent to the sea.
- 3.2 Appropriate development proposals are sought that will contribute to the general quality of the adjoining townships.
- 3.3 The development must adhere to the environmental integrity of its sensitive features.

4. PROPERTY DESCRIPTION AND DETAILS

4.1 Portion 3 of the farm Middelvlei 566 Hawston

Extent: 206,957ha

4.2 Zoning Status

Commonage

4.2 Locality context (see Locality Map – Annexure A)

The property is located between Hawston and Fisherhaven adjoining the coast.

5. DEVELOPMENT PARAMETERS

5.1 Development Directives

5.1 Appropriate development proposals are sought that will contribute to the general quality and nature of the existing built environment and which will fit into and complement the existing developments.

5.2 Development proposals should accommodate the sensitive environment.

5.3 The development should maximize the tourism potential of the area.

5.4 The development must be of such a nature as to afford Overstrand, Provincial, National and Inter-National exposure.

5.2 Non-Developable area.

The area is sensitive in terms of the environment as well as its role as ecological corridor. Attached per Annexure B and C, the Botanical/Geological and Archaeological Studies.

5.3 Accesses and Road provision (Annexure D)

Traffic and Access to the property is described per Annexure D.

5.4 Height Restrictions

Height of buildings is limited to 2 storey buildings

5.5 Not allowed

No industrial development will be allowed.

5.6 Heritage

A preliminary Heritage Assessment report is attached per Annexure E.

6. INFRASTRUCTURE

A preliminary infrastructure report is attached per annexure F.

Bulk Service levies will be payable by developer.

7. ZONING RIGHTS

The zoning rights to be established by successful tenderer before transfer.

8. SUBMISSION REQUIREMENTS

8.1 Submissions are invited from all parties with the financial means and experience to submit a proposal for the purchase and development of the site.

8.2 The tenderers will be required to submit a tender deposit of ten thousand rand (R10 000) on submission of the tender. This amount must be in the form of a bank guaranteed payment (only guarantee by an accredited financial institution) in favor of the Overstrand Municipality and valid for 90 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the tenderer. These guarantees will be returned to the tenderers after the awarding process has been completed. The tender deposit will be forfeited by a tenderer should he cancel/withdraw his tender at any time after the closing date of the tender.

8.3 The following criteria will be used to evaluate the submissions received:

| Description of Quality Criteria: | | Elevation points for tenders > R500 000.00 | |
|--|-----------|--|--|
| 1. Development Proposal | | 50 | |
| • Environmental Integrity - | 20 | | |
| - % of property not covered with built structures (structure being any building) | 10 | | |
| - % of property to be rehabilitated | 10 | | |
| • Uniqueness of the proposal - | 20 | | |
| - International, National, Provincial exposure (5 points for each sector) | 15 | | |
| - Concept does not exist in Overstrand | 5 | | |
| • Project Plan | 10 | | |
| - Compliance to legislation | 5 | | |
| - Projected Timeframes | 5 | | |
| 2. Track Record | | 10 | |
| Similar project completed successfully | 5 | | |
| • Years in operation in SA (1 points for each year) | 5 | | |
| 3. Price | | 20 | |
| • Price (highest price) | 10 | | |
| • Community value (Direct and Indirect) | 10 | | |
| 4. Financial Ability | | 10 | |
| • Proof of funding for project | 5 | | |
| • Proof of funding the purchase | 5 | | |
| 5. Empowerment | | 10 | |
| • Disabled MBD 6.2 (ANNEXURE F) | | | |
| • Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE H) | | | |
| • MBD 2 (ANNEXURE H) | | | |
| • MBD 4 (ANNEXURE I) | | | |
| • MBD 8 (ANNEXURE J) | | | |
| • TOTAL | | 100 | |

IMPORTANT – Tenderers should make sure that the proposal to be submitted adequately addresses all Criteria above.

9. METHOD OF SUBMISSION

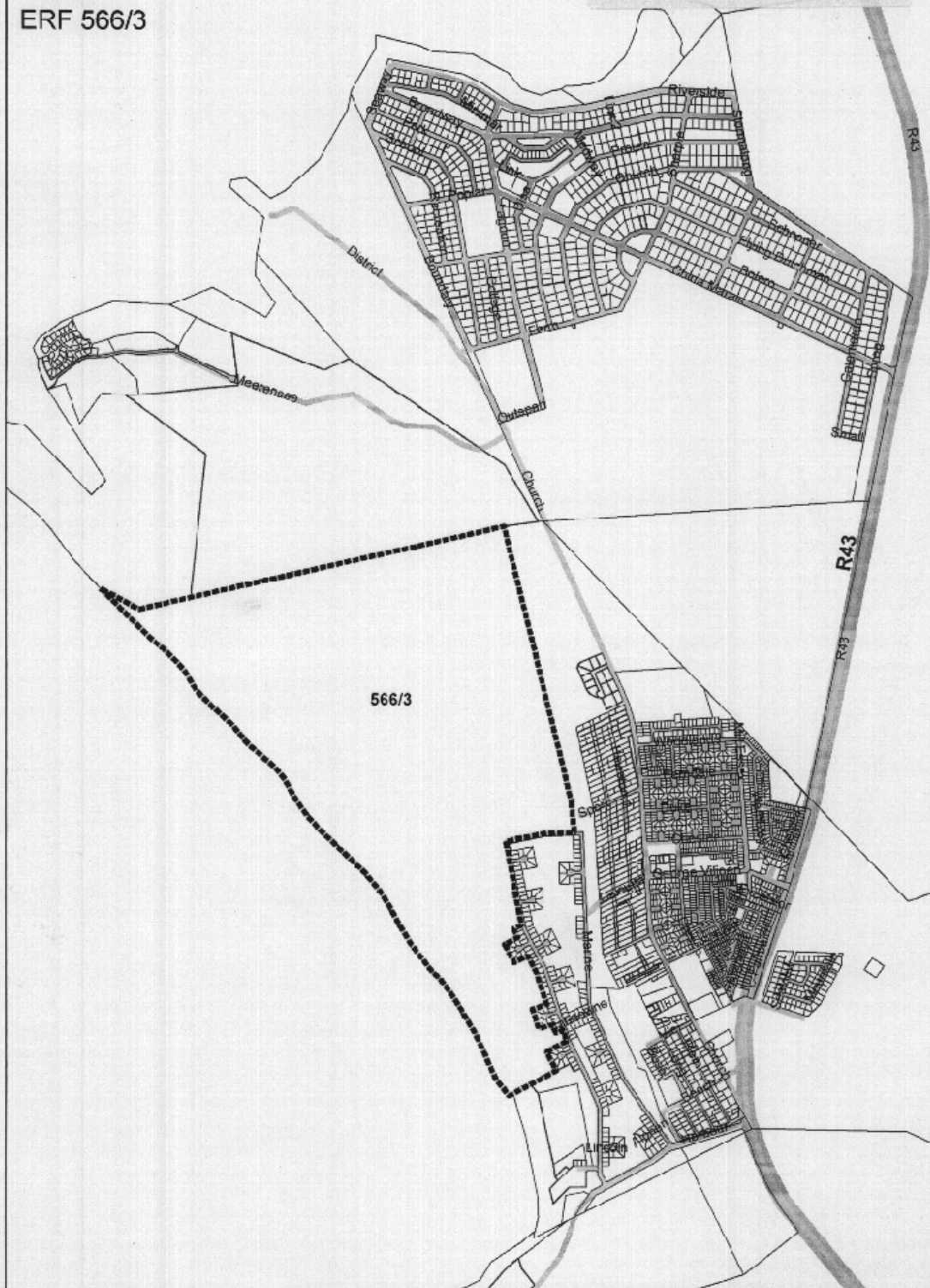
- 9.1 The submission, purchase price offered and signed Agreement of Sale must be submitted in a sealed envelope and endorsed '*PROPOSAL CALL : TENDER FOR THE PURCHASE AND DEVELOPMENT OF PORTION 3 OF THE FARM MIDDELVLEI 566 HAWSTON IN THE OVERSTRAND MUNICIPAL AREA.*' It must be deposited in the **Tender Box No 5** in the foyer of the Municipal Offices, Hermanus, before 12:00 on **Friday, 11 JUNE 2010**. **Proposals which are not submitted in a sealed envelope or proposals received after closing time and date will not be considered.**
- 9.2 The Municipality is not obliged to accept the highest bid or any of the proposals submitted.
- 9.3 The Municipality may wish to interview prospective organizations or individuals prior to awarding the tender to any bidder.
- 9.4 The decision of the Municipality will be final.

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 tenders.

Hawston
ERF 566/3

ANNEXURE A 1/2



[illegible]