



**TENDER NO.: SC 1146/2011**

**SALE OF ERF 109 VAN DYKSBAAI, GANSBAAI, WESTERN CAPE.**

**PROCUREMENT DOCUMENT**

**PREPARED AND ISSUED BY:**

DIRECTORATE: FINANCE  
OVERSTRAND MUNICIPALITY

PO BOX 20  
HERMANUS  
7200

**CONTACT:**

NAME: **ALTA MARAIS**  
TELEPHONE: **028 313 8102**

Name of Tenderer:		
Contact Person:		
Contact Number:		
Total Bid Price ( <b>Exclusive</b> of VAT): <i>(refer to page 42 – Form of offer)</i>	Amount:	
	Amount in Words:	
Signature:		
Date:		

**NOVEMBER 2011**

<b>KLEINMOND</b> Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	<b>HERMANUS</b> PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	<b>STANFORD</b> PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	<b>GANSBAAI</b> PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	<b>SC 1146/2011</b>		
TENDER TITLE:	<b>SALE OF ERF 109 VAN DYKSBAAI, GANSBAAI, WESTERN CAPE.</b>		
CLOSING DATE:	<b>15 DECEMBER 2011</b>	CLOSING TIME:	<b>12H00</b>
BID BOX NO:	<b>3</b>	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

TENDERER DETAILS			
NAME OF TENDERER:			
POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	<b>PEDRO PETERS</b>	<b>ALTA MARAIS</b>
TEL. #	<b>028 313 8956</b>	<b>028 313 8102</b>

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**1. TENDER DATA & SPECIFICATIONS**

1.	The conditions of tender are the <b>standard conditions of tender</b> as published in Government Gazette No 31823. 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. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
2.	The <b>OWNER</b> is Overstrand Municipality
3.	The tender document issued by the owner comprises: Tender notice and invitation to tender Tender data and specifications List of returnable documents Financial Backing and Resources Authority for Signatory Joint Ventures Record of Addenda Form of offer and acceptance Pricing instructions Scope of tender
4.	The owner's representative is: Name: <b>Mrs A Marais</b> Address: Directorate: Infrastructure & Planning Po Box 20 Magnolia Avenue Hermanus, 7200 Tel: 028 313 8900 Fax: 028 313 2093 E-mail: <a href="mailto:amarais@overstrand.gov.za">amarais@overstrand.gov.za</a>
5.	Overstrand Municipality reserves the right to accept any or none of the tenders submitted and it is not obligated 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.
6.	Only those tenderers satisfying the following eligibility criteria are eligible to submit tenders: 1. Tender Entities that have proven financial backing and financial resources. 2. Valid Original Tax Clearance Certificate.
7.	There are no compulsory clarification or site meetings.
8.	No alternative offers will be considered.
9.	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.
10.	The owner's address for delivery of tender offers and identification details to be shown on each tender offer package are: <b>LOCATION OF TENDER BOX:</b> Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus <b>PHYSICAL ADDRESS:</b> Overstrand Municipality, Magnolia Avenue, Hermanus <b>IDENTIFICATION DETAILS:</b> <b>TENDER NO. SC1146/2011: SALE OF ERF 109 VAN DYKSBAAI, GANSBAAI, WESTERN CAPE</b>
11.	A two-envelope procedure will not be followed.
12.	The closing time for submission of tender offers is <b>12h00 on Friday, 15 December 2011.</b>
13.	Mailed, Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
14.	The tender offer validity period is 120 days.

15.	The tenderer is required to submit with his tender an Original Valid Tax Clearance Certificate issued by the South African Revenue Services.	
16.	The time and location for opening of the tender offer is: <b>TIME:</b> Immediately after 12h00 on Friday, 15 December 2011. <b>VENUE:</b> Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus. Tenders will be opened as soon as possible after the closing time for tenders at 12h00.	
17.	<p><b>THE 90/10 PREFERENCE POINT SYSTEMS</b></p> <p>A maximum of 90 points is allocated for price on the following basis:</p> $P_s = 90 \left( 1 + \frac{P_t - P_h}{P_h} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration          Pt = Rand value of bid under consideration          Ph = Rand value of highest acceptable bid</p> <p><b>Scoring Preferences</b></p> <p>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):</p> $NEP = NOP \times \frac{EP}{100}$ <p>Where</p> <p>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.</p> <p><b>OR</b> as indicated in the MBD forms</p>	
18.	Tender offers will only be accepted if: <ul style="list-style-type: none"> <li>the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services</li> <li>the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>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</li> <li>the tenderer has not abused the Municipality's Supply Chain Management System.</li> </ul>	
19.	Description of <b>FINAL EVALUATION CRITERIA:</b>	Elevation points for tenders > R500 000.00
	<b>Price</b>	<b>90</b>
	Based on the monetary offer (highest price)	
	<b>Empowerment (Submission of supporting documents for points claimed is compulsory. If supporting documents are not submitted points will NOT be awarded.)</b>	<b>10</b>
	HDI – MBD 6.2	6
	Women MBD 6.2	2
	Disabled MBD 6.2	2
	<b>TOTAL</b>	<b>100</b>

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<b>2. LIST OF RETURNABLE DOCUMENTS</b>
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**Failure to comply with the requirements as listed below will render the bid non-responsive and will lead to disqualification.**

**The tenderer must complete the following returnable documents**

- Authority to sign a bid **[Compulsory if not a one-man enterprise]**
- Certificate of Authority for Joint Ventures **[If Applicable]**
- MBD 2 – Tax Clearance Certificate Requirements. A valid, original Tax Clearance Certificate must be submitted – **[Compulsory]**
- MBD 4 – Declaration of interest **[Compulsory]**
- MBD 6.2 – Preference point claim form in terms of the Preferential Procurement Regulation 2001. **Pleas note:** Supporting documents must be submitted for the points to be awarded.
- MBD 8 Declaration of Bidder's Past Supply Chain Management Practices. **[Compulsory]**
- MBD 9 Certificate of Independent Bid Determination. **[Compulsory]**
- MBD 15 Certificates for Payment of Municipal Services. **[Compulsory]**
- Record of Addenda. [Will be incorporated into the contract]
- Proof of financial backing and financial resources. **[Compulsory]**
- Pricing instruction. **[Compulsory]**
- Form of Offer and Acceptance. **[Compulsory]**



**PART A – ADMINISTRATIVE REQUIREMENTS IN  
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

**3. TENDER NOTICE & INVITATION TO TENDER**

TENDER NO. SC 1146/2011

**SALE OF ERF 109 VAN DYKSBAAI, GANSBAAI, WESTERN CAPE.**

Tenders are hereby invited for: **Sale of Erf 109 Van Dyksbaai, Gansbaai, Western Cape.**

Tender documents, in English, are obtainable from Friday, 11 November 2011, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Mr. Ayanda Mili between 08h30 and 15h30, upon payment of a non-refundable **tender participation fee of R115.00** per set. Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively the documents can be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za)

Sealed tenders, with "**Tender No. SC 1146/2011: Sale of Erf 109 Van Dyksbaai, Gansbaai, Western Cape**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is **on 15 December 2011 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenders must be **valid for 120 days** after 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 Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality.

Please refer enquiries to **Mrs. Alta Marais** at telephone number: **028 313 8102**.



**4. AUTHORITY TO SIGN A BID**

**1. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_\_\_, Mr/Mrs \_\_\_\_\_  
 \_\_\_\_\_ (whose signature appears below) has been duly authorized to sign all documents in  
 connection with this bid on behalf of \_\_\_\_\_  
 (Name of Company) in his/her capacity as \_\_\_\_\_

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

I, \_\_\_\_\_, the undersigned, hereby confirm  
 that I am the sole owner of the business trading as \_\_\_\_\_

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_  
 hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract  
 resulting from the bid and any other documents and correspondence in connection with this bid and /or  
 contract for and on behalf of \_\_\_\_\_ (name of firm).

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
 \_\_\_\_\_, Mr/Ms \_\_\_\_\_, whose  
 signature appears below, has been authorized to sign all documents in connection with this bid on behalf of  
 (Name of Close Corporation) \_\_\_\_\_

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2:	

<b>5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES</b>
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**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/Close Corporation/Partnership  
 (name) \_\_\_\_\_, 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.

<b>1. Name of firm (Lead partner)</b>			
Address			
		Tel. No.	
Signature		Designation	

<b>2. Name of firm</b>			
Address			
		Tel. No.	
Signature		Designation	

<b>3. Name of firm</b>			
Address:			
		Tel. No.	
Signature		Designation	

<b>4. Name of firm</b>			
Address			
		Tel. No.	
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "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 accepted.
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](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)



**7. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the 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:

<b>3.1.</b>	<b>Full Name of bidder or his or her representative</b>													
<b>3.2.</b>	<b>Identity Number</b>													
<b>3.3.</b>	<b>Position occupied in the Company (director, shareholder etc.)</b>													
<b>3.4.</b>	<b>Company Registration Number</b>													
<b>3.5.</b>	<b>Tax Reference Number</b>													
<b>3.6.</b>	<b>VAT Registration Number</b>													
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	<b>YES</b>	<b>NO</b>											
<b>3.7.1.</b>	If so, furnish particulars:													
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>	<b>NO</b>											
<b>3.8.1.</b>	If so, furnish particulars:													

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



**8. MBD 6.2 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 – SALES**

**NB:**

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of equity ownership by historically disadvantaged individuals (HDIs), as prescribed in the Preferential Procurement Regulations, 2001.

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
- ◆ the 80/20 system for requirements with a Rand value of up to R500 000; and
  - ◆ the 90/10 system for requirements with a Rand value above R500 000.
- 1.2. The value of this bid is estimated to exceed R500 000 and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
- (a) Price, Functionality 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
<b>1.3.1.1. PRICE / FUNCTIONALITY</b>	<b>90</b>
<b>1.3.1.2. SPECIFIC CONTRACT PARTICIPATION GOALS</b>	<b>10</b>
<b>(a) Historically Disadvantaged Individuals:</b>	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	6
(ii) who is a female	2
(iii) who has a disability	2
<b>Total points for Price, HDIs and other RDP- goals must not exceed</b>	<b>100</b>

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 Seller 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 Seller.

**GENERAL DEFINITIONS**

<b>“Acceptable bid”</b>	means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
<b>“Bid”</b>	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.
<b>“Comparative price”</b>	means the price after the factors of a non-firm price and all unconditional discounts that can be authorized have been taken into consideration.
<b>“Consortium or joint venture”</b>	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.

<b>“Contract”</b>	means the agreement that results from the acceptance of a bid by an organ of state.
<b>“Specific contract participation goals”</b>	means the goals as stipulated in the Preferential Procurement Regulations 2001. 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.
<b>“Control”</b>	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.
<b>“Disability”</b>	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.
<b>“Equity Ownership”</b>	means the percentage ownership and control, exercised by individuals within an enterprise. “Historically Disadvantaged Individual (HDI)” means a South African citizen: <ol style="list-style-type: none"> <li>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</li> <li>2. who is a female; and/or</li> <li>3. who has a disability:           <ol style="list-style-type: none"> <li>a. 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;</li> </ol> </li> </ol>
<b>“Management”</b>	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.
<b>“Owned”</b>	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.
<b>“Person”</b>	includes reference to a juristic person.
<b>“Rand value”</b>	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.
<b>“Small, Medium and Micro Enterprises (SMMEs)”</b>	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
<b>“Sub-contracting”</b>	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.
<b>“Trust”</b>	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.
<b>“Trustee”</b>	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

**Where:**

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Rand value of bid under consideration
- P<sub>min</sub> = 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) I:

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

**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. Public 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.



**7. BID DECLARATION**

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	% owned	Points claimed
8.1. Equity ownership <b>by persons who</b> had no franchise in the national elections		
8.2. Equity ownership <b>by women</b>		
8.3. Equity ownership <b>by disabled persons*</b>		
<i>*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)</i>		

**9. DECLARATION WITH REGARD TO EQUITY**

Name of Enterprise		
VAT registration number		
Company registration number		
TYPE OF ENTERPRISE (Tick applicable box)	Partnership	
	One person business/sole trader	
	Company (Pty) Ltd	
	Close Corporation	
Describe principal business activities		
Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
Municipal Information:		
State where business is situated:		
Registered account number:		
Stand/erf number:		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS		





**11. Consortium / Joint Venture**

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

**12. DECLARATION**

I/we, the undersigned, who warrants that he/she is duly  uthorized 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:

- a) The information furnished is true and correct.
- b) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c) 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.
- d) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have –
  - (i) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (ii) 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;

<b>SIGNATURE OF BIDDER(S):</b>			
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	
<b>DATE:</b>			
<b>ADDRESS:</b>			



**9. MBD 8 – 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.

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?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		



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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.7.1	If so, furnish particulars:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

<b>10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>2</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>3</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>2</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>3</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - f) prices;
    - g) geographical area where product or service will be rendered (market allocation)
    - h) methods, factors or formulas used to calculate prices;
    - i) the intention or decision to submit or not to submit, a bid;
    - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - k) bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**NAME OF THE BIDDER:** \_\_\_\_\_

**FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)

I, \_\_\_\_\_,  
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

**THUS DONE AND SIGNED** for and on behalf of the Bidder, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

**For office use (comments):**



**13. PROOF OF FINANCIAL BACKING AND FINANCIAL RESOURCES**

Empty box for providing proof of financial backing and financial resources.



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 14. SPECIFICATIONS

### SCOPE OF TENDER

#### 1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to dispose of the property known as Erf 109 Van Dyksbaai in the Overstrand Municipal Area, Western Cape.
- 1.2. The Municipality owns the land which is currently undeveloped. The property is reserved for commercial development in terms of the Greater Van Dyksbaai Spatial Plan and was identified suitable for the development of a tourist interpretation centre combined with shops. The proposed development is in line with government policy to maximize underutilized public property.
- 1.3. The objective of this exercise is to enable the Bid Adjudication Committee to select the best submission in terms of both financial ability and concept appropriateness for the site.
- 1.4. 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 TENDER PROCESS

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

- 2.1. The submission of a tender proposal must be in accordance with **Paragraph 8** of this document.
- 2.2. The submission of a tender price as well as information regarding the source of funds and the financial offer made must be clearly set out in the applicant's submission as per the requirements set out in **Paragraph 9** of this document.
- 2.3. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee. It should be noted that the Municipality is not obliged to accept any of the tenders submitted.
- 2.4. A Deed of Sale will be entered into with the successful tenderer as soon as possible after the tender has been awarded.
- 2.5. On awarding the tender, a payment of the required 10% (ten percent) of the agreed purchase price is payable immediately at acceptance of the offer. The successful tenderer shall be obliged to furnish the Municipality within 14 days of acceptance of the offer with a bank or other acceptable guarantee for the payment of the said purchase price by registration of the transfer.
- 2.6. On awarding of the tender, the transfer of the ownership of the land portions to the tenderer will proceed forthwith.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

- 3.1. The land is located within a proposed commercial node at Perlemoen Street, Van Dyksbaai east of a T-junction with Roman Street (see Annexure A) adjoining an existing commercial node to the south and south east thereof comprising a shop, restaurant, petrol filling station and liquor store. The property is currently being used for informal public parking.
- 3.2. The property may only be used for commercial purposes and is deemed appropriate for the development of a tourist interpretation centre combined with shops.
- 3.3. The proposed development must contribute positively towards the economy of the area through the promotion of tourism and the creation of much needed sustainable job opportunities.

**4. PROPERTY DESCRIPTION AND DETAILS**

Erf no. and size: Erf 109, Van Dyksbaai is  $\pm 2397\text{m}^2$  in extent.

A Locality Map is attached per Annexure A.

**5. DEVELOPMENT PARAMETERS****5.1. Development Directives**

Development should comply with the provisions the Van Dyksbaai Zoning Scheme Regulations: 2004 for the approved zonings as promulgated in terms of the Land Use Planning Ordinance, No. 15 of 1985. The development must be in accordance with the approved zoning. (Attached per Annexure B).

A detailed development proposal, including a site development plan must be submitted for approval. This can be submitted after the tender has been awarded but prior to the submission of formal building plans. Detail of the development, such as architecture, development rules, etc shall also be considered with the site development plans.

**5.2. Non-Developable area.**

N/A

**5.3. Accesses and Road provision**

The developer access to the property will be from Perlemoen Street.

**5.4. Height Restrictions**

Height of buildings is limited to 2 storeys 8,5m as per the definition of height in terms of the Van Dyksbaai Zoning Scheme Regulations.

**5.5. Not allowed**

Any use other than the approved zoning is considered to be inappropriate.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

## 6. INFRASTRUCTURE

6.1. The site is not serviced. At the award of the tender the successful tenderer must submit an engineering services report with reference to services required and the capacity thereof. Any required upgrades will be for the account of the developer. The development must comply with the conditions as set out in the services report attached per Annexure C. A Service Agreement for all services including water, sewerage, electricity, roads, storm-water and refuse removal services will be finalised by the Manager: Engineering Services after the offer has been accepted.

### 6.2. Bulk Infrastructure

The Bulk Infrastructure must be constructed by the developer. Bulk infrastructure includes all services excluding the services required for the development itself.

Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This varies from year to year. Bulk Services Levies will be payable on the date of transfer of ownership.

### 6.3. Internal Infrastructure

All cost for the provision of internal infrastructure is for the developers account.

The municipality will provide infrastructure up to the entrance of the property. All cost for the provision of internal infrastructure shall be for the account of the developer.

## 7. ZONING RIGHTS

Erf 109, Van Dyksbaai is zoned Local Business Zone.

The surrounding land uses vary and include Business and Residential use.

## 8. METHOD OF SUBMISSION

8.1. The submission and purchase price offered must be submitted in a sealed envelope and endorsed "**TENDER NO. SC1146/2011: SALE OF ERF 109 VAN DYKSBAAI**". It must be deposited in **Tender Box No. 6** in the foyer of the Municipal Offices, Magnolia Avenue, Hermanus, before **12 noon on Friday, 15 December 2011**. Proposals which are not submitted in a sealed envelope or proposals received after closing time and date will not be considered.

8.2. The Municipality is not obliged to accept the highest bid or any of the proposals submitted.

8.3. The Municipality may wish to interview prospective organisations or individuals prior to awarding the tender to any bidder.

8.4. The decision of the Municipality will be final.

## 9. SUBMISSION REQUIREMENTS AND EVALUATION

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 9.2. **The tenderers are 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 guaranteed by an accredited financial institution) in favour of the Overstrand Municipality and valid for 120 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the tenderer. This guarantee 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.
- 9.3. The submission of supporting documentation as proof is required to qualify for points to be awarded.

#### 10. ACCEPTANCE / VALIDITY PERIOD

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.

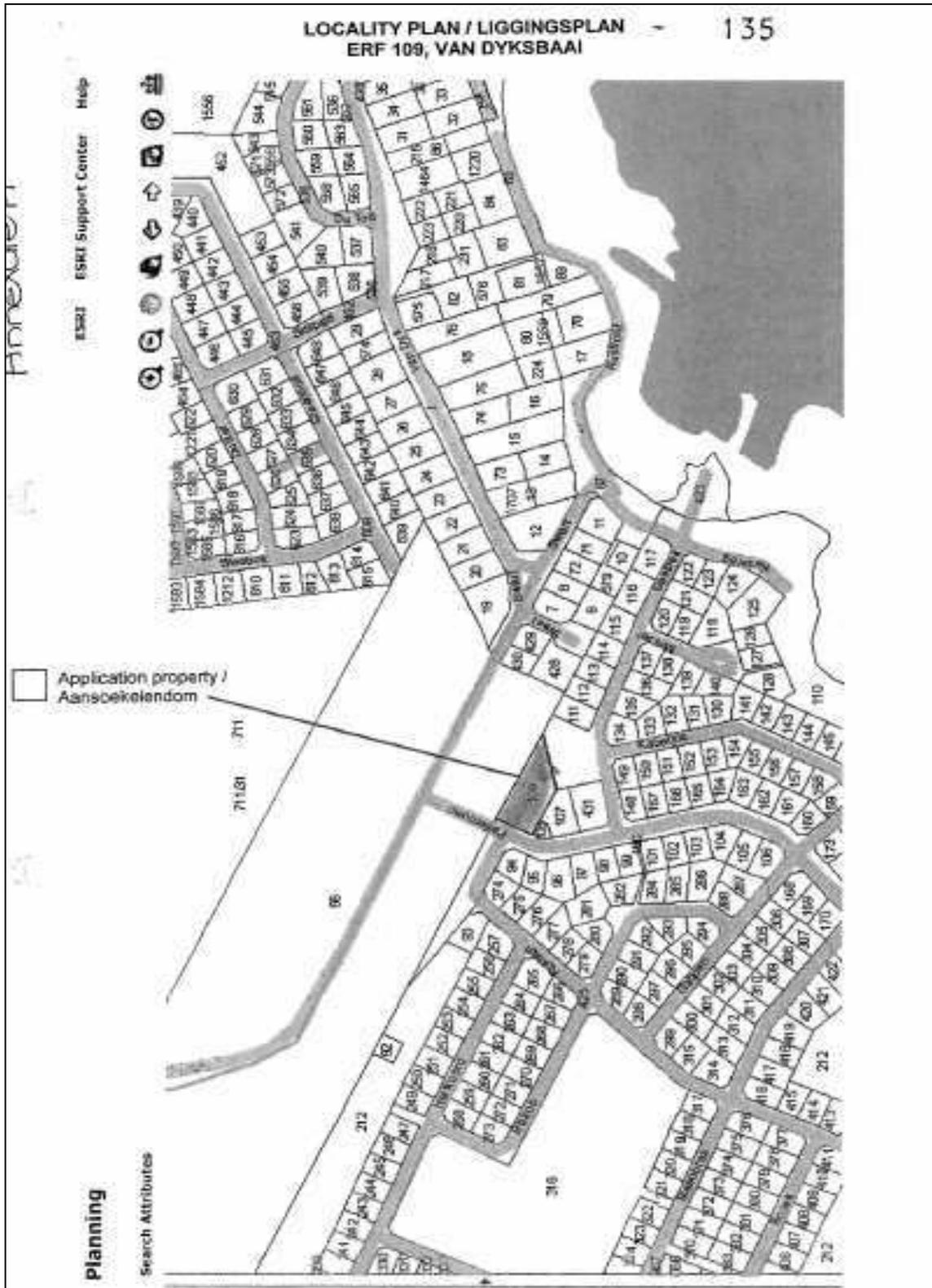
#### 11. VALUE OF THE PROPERTY

The indicative market value of the property is R1,700,000 (excluding VAT).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



15. ANNEXURE A – LOCALITY MAP



**16. ANNEXURE B – VAN DYKSBAAI ZONING SCHEME REGULATIONS FOR LOCAL BUSINESS ZONE**
**3.10 LOCAL BUSINESS ZONE**

- 3.10.1 Permitted land uses :
- Primary uses* : Shop, offices, ~~tourism business facilities~~, guest house, flats, dwelling-house
- Consent uses* : Service station, town house, nursery, caretakers dwelling, supermarket, special recreational facilities, tavern, tourism business, place of assembly, residential building,
- 3.10.2 Development rules :
- Floor factor* : at most 1,5
- Coverage* : 100%
- Height* : ~~6m, calculated as per height definition~~
- Setback* : ~~at least 6,5m~~ 3,5m
- Street building line* : zero
- Side building line* : zero, provided that the council may lay down side building lines in the interest of public health or in order to enforce any law or right.
- Parking* : at least one parking bay per 25m<sup>2</sup> of the total floor space and in the case of a guesthouse, 1 parking bay per guest room.

**3.10.3 Additional provisions**

- (a) *Alternative parking requirements*
- (i) As an alternative to the parking requirement referred to in section 3.10.2 the owner may, with the consent of the council, where it is of the opinion that it is undesirable or impractical from a planning point of view to provide the required parking space on the site, acquire the prescribed area of land for the parking facilities concerned elsewhere in a position approved by the council; provided that he shall register a notarial deed against such land to the effect that the council and public shall have free access thereto for the purpose of parking, and the owner shall be bound to level this land and provide it with a permanent surface and maintain it and demarcate it to the satisfaction of the council; the cost of registration of the servitude shall be borne by the owner.
- (ii) As an alternative to section 3.10.3 (a)(i), the owner may, with the consent of the council, pay a cash sum to the council, equal to the development cost of the parking required plus the estimated market value per m<sup>2</sup> of the land on which the building is erected, multiplied by the area in m<sup>2</sup> of the land which is required to be provided in terms of section 3.10.2, in which event the council itself shall be responsible for acquiring the

necessary land for such parking purposes when and where the council desires and may council recoup the cost of the construction of the parking from such owner.

- (c) *Further parking and site access requirements*
- (i) The vehicular access and exit ways shall be restricted to not more than one each per site per street abutting on the site.
  - (ii) The vehicular access and exit ways shall be restricted to a maximum total of 6m where they cross the street boundary.
  - (iii) If the corner at a street intersection is not splayed, vehicular access or exit ways shall not be closer than 10m to such corner.
  - (iv) If the corner at a street intersection is splayed, vehicular access or exit ways shall not be closer than 10m to such corner or 5m measured from the point where the splay reaches the road boundary, whichever is the greatest distance from the corner.
  - (v) Such parking areas shall be duly constructed to the satisfaction of the council.
  - (vi) Such parking areas shall be used exclusively for the parking of vehicles which are lawfully allowed on them and shall not be used for trading or any other purposes.
  - (vii) The way in which it is intended that vehicles should park in and gain access to or exit from such parking areas shall be indicated on a plan which shall be submitted to the council which may approve or reject it or lay down any conditions deemed necessary by it.
  - (viii) The council may lay down more restrictive requirements than those in section 3.10.3.(a)(i) to (vii) if deemed necessary from any traffic point of view.
- (d) *Basements*
- Subject to the provisions of section 190 (17) of the Divisional Councils Ordinance, 1976 (Ordinance 18 of 1976), the building line restrictions need not be complied with in so far as basements are concerned.
- (e) *Projections*
- In this zone, excluding advertising signs approved by the council in accordance with the provisions of any other law, over streets and building lines shall be limited to minor architectural features and one cantilevered open canopy to within 0,5m of the pavement edge; provided that no portion of a projection shall be less than 3m above the pavement and there shall be no access from the building to the canopy.

<b>17. ANNEXURE C – SERVICES REPORT</b>
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**ANNEXURE**

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:  
APPLICATION FOR REZONING AND CONSENT : ERF 109, VAN  
DYKSBAAI**

Water	:	According to CES Report
Sewer	:	As prescribed by the Directorate: Infrastructure & Planning
Roads and traffic	:	According to the TIS report
Stormwater (SW)	:	According to the master plan by the developer
Electricity	:	According to the master plan

**Conditions:**

1. That a Bulk Services Contribution Levy (BICL) be paid by the developer to supplement municipal services and amenities in accordance with the relevant legislation and as determined by the Council. The BICL tariff is adjusted by Council annually. The total BICL payable will be the amount as determined by the BICL Policy and tariff at the date of **actual payment**. BICL amounts quoted in any document will normally be applicable to the particular year in which the document was compiled and Council will not be bound by the quoted amounts.

**1.1 Developments containing Sectional Title Units/ Commercial Buildings** (non-free standing properties – property is not to be subdivided)

The BICLs are to be paid in full **prior** to submission of the building plans. Building Plans will not be accepted unless the BICL is paid in full.

**1.2 Developments with free standing properties** (property that is subdivided and plots to be sold individually).

The BICLs are payable **prior** to clearance being issued by the Income Department of the Municipality.

2. that only the standard 60 Amp electricity will be available to the erf;
3. that the developer at his cost constructs the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be proved;
  - 3.1 the Director: Infrastructure and Planning may require the developer to construct internal, link, and/or bulk municipal services to a higher capacity than warranted by the development for purposes of allowing other existing or future developments to also utilise such services, provided:

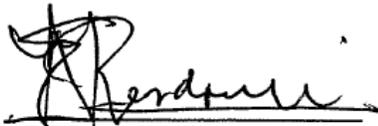
- 
- 3.2 the rates and prices of such work be established in terms of a system which is fair, equitable, transparent and cost effective;
  - 3.3 if link municipal services have already been provided, the developer to contribute towards the cost thereof, the Director: Infrastructure and Planning to determine the amount of such contribution in terms of a system which is fair and equitable;
  4. that servitudes for municipal services be registered in favour of the Council at the developer's cost in respect of all main services to be taken over by the Council and all existing municipal services concerned crossing private property;
  5. that the developer indemnifies and keep the Council indemnified against all actions, proceedings, claims and demands, costs, damages and expenses arising out of the establishment of the township, the provision of services to the township or the use of servitude areas or municipal property:
    - 5.1 for a period which shall commence on the date that the installation of the services to the township are commenced with and shall expire after completion of the maintenance period;
    - 5.2 the developer to submit an acceptable public liability insurance policy to the Council and to pay the premium in advance for the period as set out above before any work concerned may commence;
    - 5.3 the insurance to be to an amount which shall not be less than that required by the SAACE;
    - 5.4 such indemnification against loss, claims or damages, to include claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the Council's services or apparatus or otherwise;
  6. that a plan of all existing services be submitted to the Director: Infrastructure and Planning, by the developer and that any of the services that need to be relocated, be done by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning:
    - 6.1 way-leaves must be obtained from the Operational Manager;
    - 6.2 such way-leaves to be obtained prior to any excavation on public property or property where existing services are located;

- 
7. that the developer may enter into an agreement with the Council to install or upgrade bulk and/or link municipal services and amenities at an agreed cost, subject to the following:
    - 7.1 such costs to be established in accordance with a system which is fair, equitable, transparent, competitive and cost effective;
    - 7.2 such costs shall be set-off against (part or full) development contributions payable in respect of engineering services;
    - 7.3 to the extent that such costs exceed the development contributions payable, the Council will refund the developer the difference with interest calculated at the prime rate, when funds are available;
  8. that plans of all the internal municipal civil and electrical (high and low voltage supply) services and such link services as required by the Director: Infrastructure and Planning, prepared by an ECSA registered professional engineer/technologist, be submitted to the Director: Infrastructure and Planning for his prior approval;
  9. the "Guidelines for the Provision of Engineering Services in Residential Townships" (Blue Book), SABS 1200 specifications and the Design and Construction Standards for civil and electrical services of the Council to be used as the standard design and construction criteria with which such plans must comply;
  10. the Director: Infrastructure and Planning to be notified in writing of all deviations from the Standard Design and Construction Criteria when plans are submitted for his approval and such deviations to be separately approved in writing by the Director: Infrastructure and Planning;
  11. the successful completion of such works to be supervised and certified by an independent professional civil engineer/technologist i.e. a professional civil engineer/technologist who has no direct financial interest in the development, other than payment as standard professional fees for the work concerned; and
  12. such independent professional civil engineer/technologist to furnish the Director: Infrastructure and Planning with satisfactory proof of his professional indemnity insurance to an amount which shall not be less than that required by the SAACE and which insurance shall be valid for the relevant contract and maintenance period;
  13. that a stormwater management plan, which may include attenuation facilities to ensure that the pre-development run-off is not exceeded and that erosion and pollution is minimised, be submitted to the Director: Infrastructure and Planning for approval and that the

approved management plan be implemented by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning;

14. that the above stormwater management plan include the following:
  - 14.1 pre-development run-off from the catchment area;
  - 14.2 post-development run-off from catchment area;
  - 14.3 existing stormwater reticulation system and the capacity thereof;
  - 14.4 connection of internal stormwater reticulation system;
  - 14.5 overland escape routes
15. that all municipal civil and electrical services installed or constructed by the developer, be maintained after completion thereof for a maintenance period, as described in the General Condition of Contract for works of Civil Engineering Construction – 2004, of 12 months, and
16. that a Certificate of Completion together with as-built services plans be provided by the independent professional engineer/technologist to the Overstrand Municipality. As-built plans to be on quality paper, together with a DXF file thereof;
17. that the developer furnish the Council with a bank guarantee equal to 2.5% of the value of the provided municipal civil and electrical services as certified by the independent professional engineer/technologist. The guarantee shall be to the satisfaction of the Director: Infrastructure and Planning and valid for the 12 months maintenance period which commences from date of the Certificate of Completion;
18. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;
19. that an approved refuse collection area/room to sufficiently accommodate the refuse generated by the development and which is to be proved with the following:
  - a. properly ventilated;
  - b. a cement floor;
  - c. a tap and running water, as well as a drainage point which is connected to the sewer network;
  - d. is a position nearest to an access road for the development and be accessible for the refuse truck at all times, to the satisfaction of the Director: Infrastructure and Planning;
20. that the refuse room be completed prior to occupation of the first unit, to the satisfaction of the Director: Infrastructure and Planning;
21. that the electricity reticulation and supply be provided according to the master plan by the developer;

22. that the developer appoint a consulting electrical engineer to determine the electricity demand for the development and pay a fee to Overstrand Municipality to determine the capacity in the existing electricity network;
23. that the electricity reticulation system be upgraded according to the report by messers Kwezi V3 consulting engineers at the applicant's cost;
24. that the water reticulation system be upgraded according to the report by messers GLS Consulting engineers at the developer cost;
25. that damage to the existing roads, used as routes for access to the development, for the provision of services, be repaired by the developer.



**DENNIS HENDRIKS**  
**MANAGER: PROJECT MANAGEMENT**  
**& DEVELOPMENT CONTROL**

27/09/10  
DATE



<b>18. PRICING INSTRUCTION</b>
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**THE PURCHASE PRICE WILL BE PAYABLE AS FOLLOWS:**

- 10% of the purchase price on acceptance of the offer.
- Remainder of purchase price is payable on the date of transfer. The successful tenderer shall be obliged to furnish the Municipality within 14 days of acceptance of the offer with a bank or other acceptable guarantee for the payment of the said purchase price by registration of the 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))

TENDER NUMBER	PROPERTY DESCRIPTION	TENDER PRICE (VAT EXCLUDED)
SC1146/2011	ERF 109 Van Dyksbaai for Commercial Purposes	

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011,  
in the presence of the undersigned witnesses.

<b>TENDERER:</b>	<i>(Name of enterprise)</i>		
Print name		Signature	

<b>AS WITNESSES</b>	<i>(Name of enterprise)</i>		<i>(Name of enterprise)</i>	
Print name		Signature		
Print name		Signature		

<b>19. FORM OF OFFER AND ACCEPTANCE</b>
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**1. OFFER**

The Municipality, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**SALE OF ERF 109 VAN DYKSBAAI, GANSBAAI, WESTERN CAPE.**

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 as described in the tender document including compliance with all its terms and conditions according to their true intent and meaning.

<b>THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS:</b>	
In figures:	<b>R</b>
In words:	

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(s)		
Name(s)		
Capacity		
For the tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



## 2. 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 agreement. 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 working days of the date of 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:		
<b>For the Owner:</b>	<b>Overstrand Municipality, Magnolia Avenue, Hermanus</b>	
Name of witness:		Date:
Signature of witness:		

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	