



TENDER NO.: SC1435/2013

SALE OF

**A: ERF 3898, ±3ha (PORTION OF ERF 210) GANSBAAI
AND**

**B: ERF 3899, ±3ha (PORTION OF ERF 210) GANSBAAI
FOR AQUACULTURE USE**

TENDER 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 (Exclusive of VAT): <small>(refer to page 45 – Form of offer)</small>	A: Erf 3898 (±3ha)
	R
Total Bid Price (Exclusive of VAT): <small>(refer to page 45 – Form of offer)</small>	B: Erf 3899 (±3ha)
	R
Signature:	
Date:	

DECEMBER 2013

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	SC14352013		
TENDER TITLE:	SALE OF: A: ERF 3898, ±3ha (PORTION OF ERF 210) GANSBAAI B: ERF 3899, ±3ha (PORTION OF ERF 210) GANSBAAI		
CLOSING DATE:	2014/01/17	CLOSING TIME:	12H00
BID BOX NO:	4	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	
OFFER TO BE VALID FOR:	240	DAYS FROM THE CLOSING DATE OF BID.	

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

Total Bid Price (Exclusive of VAT): (refer to page 45 – Form of offer)	A: Erf 3898 (±3ha)
	R
Total Bid Price (Exclusive of VAT): (refer to page 45 –Form of offer)	B: Erf 3899 (±3ha)
	R
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:

- Tenders that are deposited in the incorrect box will not be considered.
- Tender box deposit slot is 28cm x 2.5cm.
- Mailed, telegraphic or faxed tenders will not be accepted.
- If the bid is late, it will not be accepted for consideration.
- 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:	BLAKE D'OLIVEIRA	ALTA MARAIS
TEL. no	028 313 5016	028 313 8102

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1. TENDER DATA & SPECIFICATIONS
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1.	Tenders are subject to the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality as approved and adopted by Council, both of which can be obtained from the official website at www.overstrand.gov.za or from A Marais upon request addressed to amarais@overstrand.gov.za .
2.	The OWNER of the property is the Overstrand Municipality.
3.	The owner's representative is: Name: Mrs A Marais Address: Directorate: Infrastructure & Planning PO Box 20 Magnolia Avenue Hermanus, 7200 Tel: 028 313 8900 Fax: 028 313 2093 E-mail: amarais@overstrand.gov.za
4.	Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. 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.
5.	There are no compulsory clarification or site meetings.
6.	Only bids submitted on the bid documents provided by the Overstrand Municipality will be accepted. Documents must be completed in black ink and correction fluid may not be used.
7.	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.
8.	The closing time for submission of tender offers is 12h00 on Friday, 17 January 2014 .
9.	Mailed, Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
10.	The tender offer validity period is 240 days after the date of closing.
11.	The bidder is required to submit with his tender an Original Valid Tax Clearance Certificate issued by the South African Revenue Services in the name of the bidder.
12.	The time and location for opening of the tender offer is: TIME: Immediately after 12h00 on Friday, 17 January 2014 . VENUE: Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus. Tenders will be opened immediately after the closing time for tenders at 12h00.



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

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC1435/2013****SALE OF
A: ERF 3898, ±3ha (PORTION OF ERF 210) GANSBAAI
AND
B: ERF 3899, ±3ha (PORTION OF ERF 210) GANSBAAI
FOR AQUACULTURE USE**

Tenders are hereby invited for: **Sale of A: Erf 3898, ±3ha (portion of Erf 210) Gansbaai and B: Erf 3899, ±3ha (portion of Erf 210) Gansbaai for Aquaculture Use.**

Tender documents, in English, are obtainable from Friday, 07 December 2013, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms. R Neethling between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R130.00 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

Sealed tenders, with "**Tender No. SC1435/2013: Sale of A: Erf 3898, ±3ha (portion of Erf 210) Gansbaai and B: Erf 3899, ±3ha (portion of Erf 210) Gansbaai for Aquaculture Use**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** 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 Friday, 17 January 2014 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenders must be valid for 240 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 or none of the tenders submitted, as it may deem expedient. Tenders are subject to the most recent Supply Chain Management Policy of 2013 and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality as amended, approved and adopted by Council.

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

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 the abovementioned partnership.

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

Full name of partner	Signature

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

4. 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/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.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
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.

5. 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
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-Fileers through the website www.sars.gov.za



6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ 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.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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, principal 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, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

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 me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ 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.



7. 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>	Yes	No
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, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
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?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
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:			



8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁴ 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).⁵ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Chain Management Regulation 38 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:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ 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 consortium⁶ 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			

⁶ 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.



9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

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)

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

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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PART B – SPECIFICATIONS AND PRICING SCHEDULE



10. SPECIFICATIONS

SCOPE OF TENDER

1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to dispose of the properties known as Erven 3898 and 3899 (Portions of Erf 210) Gansbaai for Aquaculture purposes. The Municipality owns the land. **Bidders are invited to tender for either or both of the properties. The form of offer should clearly indicate which property is being tendered for.**
- 1.2. The objective of this tender is to enable the Bid Adjudication Committee or the Accounting Officer, where applicable, to select the most appropriate submission in terms of both financial ability 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.
- 1.4. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy of 2013 and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality, as amended, approved and adopted by Council.

2. THE TENDER PROCESS

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

- 2.1. 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 bidder's submission as per the requirements set out in **Paragraph 7 – Submission Requirements and Evaluation**, of this document.
- 2.2. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee.
- 2.3. Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. 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.
- 2.4. The Municipality may wish to interview prospective organisations or individuals prior to awarding the tender to any bidder.
- 2.5. The decision of the Municipality will be final.
- 2.6. A Deed of Sale similar to the one attached, per Annexure **D** to the tender documentation, will be entered into with the successful bidder as soon as possible after the tender has been awarded. Should the successful bidder fail or neglect to conclude the Deed of Sale with the Municipality within the time period specified by the Municipality in writing, the terms and conditions of this tender and the policies referred to and this agreement shall be binding on both parties and enforceable by them.
- 2.7. Payment of 10% (ten percent) of the agreed purchase price is required and payable within 7 business days of receipt of written notification of acceptance of the offer by the Municipality. The successful bidder 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 balance of the purchase price by registration of the transfer in the Deeds Office.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 2.8. The transfer of the ownership of the property to the successful bidder will proceed after the Municipal Council has approved the transfer in terms of Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) and the Deed of Sale have been signed. It must be noted that the successful bidder will be liable for the costs of the required advertisement, placed in terms of Section 14 of Local Government: Municipal Finance Management Act (Act 56 of 2003).

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

- 3.1. The site is situated to the west of the village abutting the harbour industrial area of Gansbaai. (See Annexure **A**)
- 3.2. The sites may be used for Aquacultural purposes only
- 3.3. **Bidders may submit tenders for either or both of the properties.** The form of offer on page 45 should clearly indicate the property being tendered for.

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1. Erf no. and size: A: Erf 3898 is 3,0794ha in extent, and
B: Erf 3899 is 3,0848ha in extent.
Diagrams of the properties are attached per Annexure **B**.
- 4.2. Zoning status: The current zoning is Undetermined Zone.
- 4.3. The surrounding land uses vary and include Business, Institutional, Residential and Open Space zoning.
- 4.4. The property will be sold as it stands, "voetstoots" and the successful bidder shall be responsible for obtaining the necessary development rights in terms of the applicable legislation.

5. DEVELOPMENT PARAMETERS

- 5.1. Development Directives : The properties are earmarked for harbour industrial uses and uses related to mari-culture in terms of the Overstrand Spatial Development Framework: 2006. Aquaculture use is in line with the forward planning for the area.
Development should comply with the provisions of the Scheme Regulations as promulgated in terms of the Land Use and Planning Ordinance, No. 15 of 1985.
- 5.2. Non-Developable area: N/A
- 5.3. Accesses and Road provision: Access to the property will be from the unregistered access road to Kolgansbaai, Gansbaai abutting the southern boundary of the subject properties. See the location map attached per Annexures **A**.
- 5.4. Height Restrictions: As per the relevant zoning in terms of the applicable zoning scheme regulations.
- 5.5. Not Allowed: Any use other than that mentioned in paragraph 3.2 above.
- 5.6. Allowed Uses: Only Aquaculture use is allowed.
- 5.7. Parking: As per the requirements of the applicable zoning scheme regulations.
- 5.8. Coverage: As per the requirements of the applicable zoning scheme regulations.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



6. INFRASTRUCTURE

- 6.1. The onus will remain with the successful bidder to obtain the necessary development rights and to pay for the installation and upgrading of services, the detail of which will be determined during the rezoning application.
- 6.2. Extension of land use rights are subject to upgrading of services and the successful bidder will be obliged to enter into a Services Agreement with the Municipality, the detail of which will be determined during the rezoning application. Please refer to the services report attached per Annexure C.
- 6.3. The developer, at his cost, must construct the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be provided.
- 6.4. Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This fee varies from year to year. Bulk Services Levies will be payable together with the building plan approval fee.

7. SUBMISSION REQUIREMENTS AND EVALUATION

- 7.1. Submissions are invited from all parties with the financial means and experience to submit a proposal for the purchase of the property.
- 7.2. **The bidders are required to submit a tender deposit of ten thousand rand (R10,000.00) on submission of the tender.** This amount must be in the form of a bank guaranteed payment (only guarantee by a registered financial institution) in favour of the Overstrand Municipality and valid for 240 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the bidder. This guarantee will be returned to the unsuccessful bidders after the awarding process has been completed. The tender deposit will be forfeited by a bidder should he cancel/withdraw his tender at any time after the closing date of the tender.
- 7.3. Tender offers will only be accepted if the bidder submits proof of payment of the tender participation fee and deposit.
- 7.4. The submission of audited financial statements or a guarantee by a registered financial institution as proof of financial ability and resources to honour the bid is required.

8. SALE "VOETSTOOTS" AND SUBJECT TO CONDITIONS:

The property is sold as it stands, "voetstoets", and the Municipality shall not be responsible for any defects in the property either patent or latent. The property is moreover sold subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes which may exist in regard thereto. The Municipality shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.

9. ACCEPTANCE

The tender shall remain irrevocably open for acceptance by the Municipality for a period of 240 days calculated from the date of the closing of tenders.

10. VALUE OF THE PROPERTY

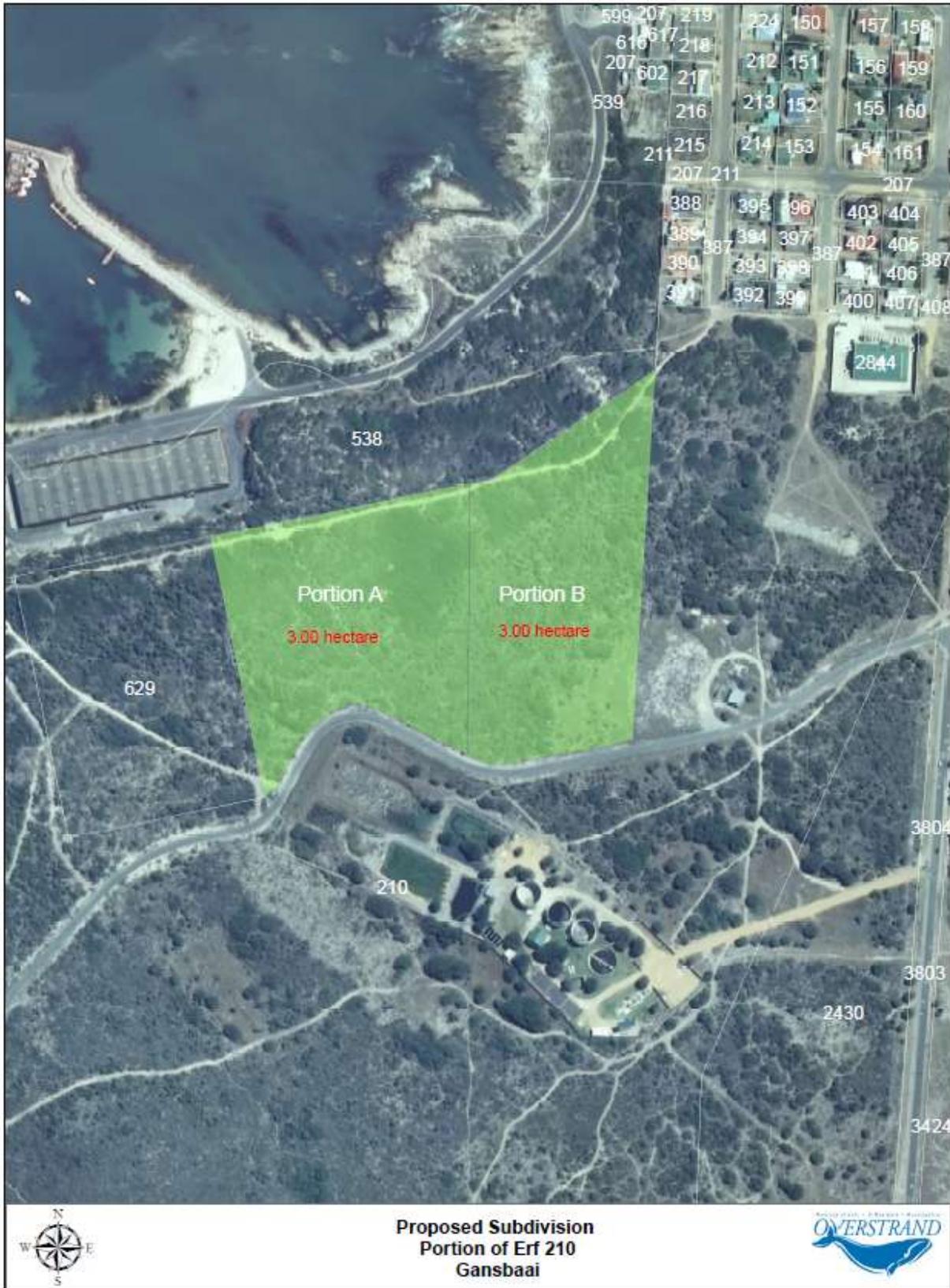
The indicative price for the properties is as follow:

A: Erf 3898 R2,020,000.00 (excluding VAT), and

B: Erf 3899 R2,025,000.00 (excluding VAT).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. ANNEXURE A – LOCALITY MAP





12. ANNEXURE B – DIAGRAM/S

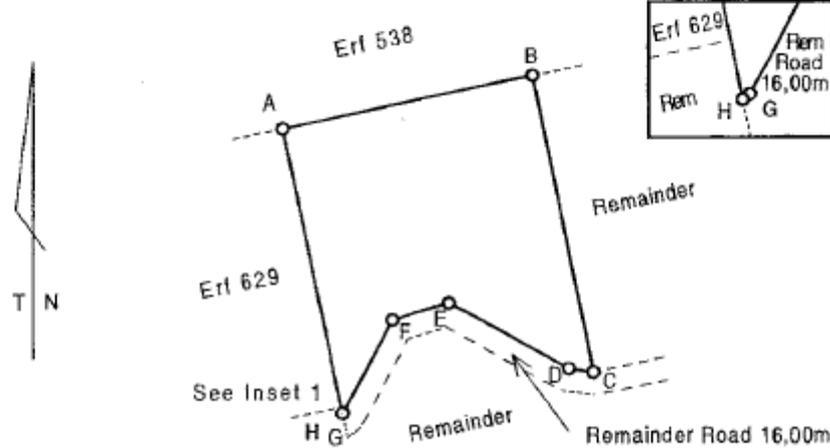
CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE 25 FEB 2013

SIDES	Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG19° X		S.G. No.
		Constants:	± 0,00	± 0,00	281/2013
AB	179,33	258 20 50	A	-31 444,50	+3829 047,23
BC	211,93	348 20 50	B	-31 620,13	+3829 011,01
CD	17,27	98 23 10	C	-31 662,94	+3829 218,58
DE	95,96	118 26 20	D	-31 645,85	+3829 216,06
EF	41,88	73 26 10	E	-31 561,48	+3829 170,36
FG	73,56	28 26 20	F	-31 521,33	+3829 182,30
GH	0,65	53 23 30	G	-31 486,30	+3829 246,99
HA	204,36	168 20 50	H	-31 485,78	+3829 247,38
		Danger Point No 7	Δ	-34 795,51	+3829 420,48
		Romansbaai New No 227	Δ	-30 825,69	+3831 017,32

Approved
Abledyn
 for
 SURVEYOR-GENERAL
 22-2-2013

Description of Beacons
 All beacons : 12mm Round Iron Peg

Inset 1 (not to scale)



Scale 1:4000

The figure represents **ABCDEFGHIH** **3,0794 hectares** of land being
Erf 3898 (a Portion of Erf 210) Gansbaai
 situate in the Overstrand Municipality
 Administrative District of Caledon
 Province of Western Cape

Surveyed in September 2012 by me *LA Van Dyk*
 Professional Land Surveyor
 Registration Number PLS-1069

This diagram is annexed to No. d.d. i.f.o. Registrar of Deeds	The original diagram is S.G. No. 3890/1937 Transfer 1938-251-13083	File S/2326 v.6 S.R. 124/2013 D.Plan. 3890/37 Comp. AI-5BCB(3410) LPI C0130009
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Erf 3898 Gansbaai

EXEMPT FROM PROVISIONS OF ACT NO 94 OF 1979
 SECTION 1(g)

APPROVED IN TERMS OF SECT. 26 OF CAP. 124(1) OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA
 DATE 2013-02-11



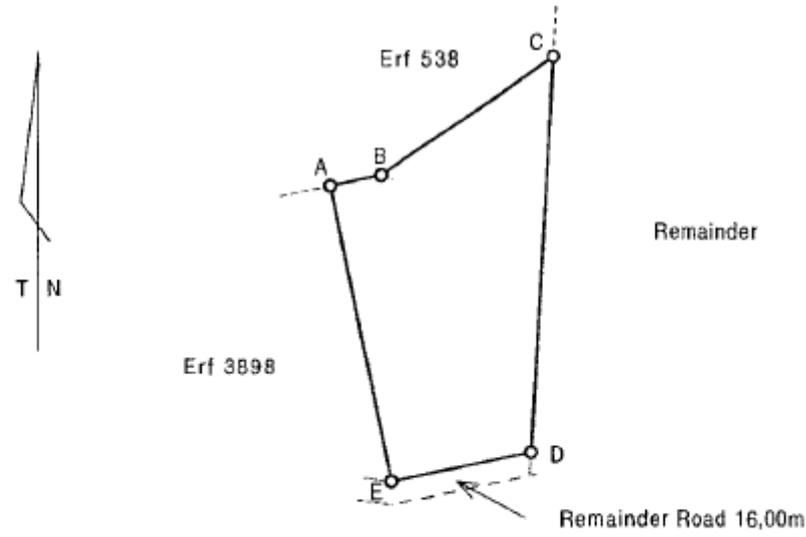
CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL 11-007A
 DATE 25 FEB 2013

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG19° X		S.G. No. 282/2013
		Constants:	± 0,00	
AB 35,67	258 20 50	A	-31 620,13	+3829 011,01
BC 147,43	236 05 00	B	-31 655,07	+3829 003,81
CD 276,88	3 05 40	C	-31 777,41	+3828 921,54
DE 101,83	78 20 00	D	-31 762,47	+3829 198,03
EA 211,93	168 20 50	E	-31 662,94	+3829 218,58
Danger Point No 7		△	-34 795,51	+3829 420,48
Romansbaai New No 227		△	-30 825,69	+3831 017,32

Approved
LA Van Dyk
 for
 SURVEYOR-
 GENERAL
 22-2-2013

Description of Beacons

All beacons : 12mm Round Iron Peg



Scale 1:4000

The figure represents **A B C D E** 3,0848 hectares of land being

Erf 3899 (a Portion of Erf 210) Gansbaai
 situate in the Overstrand Municipality
 Administrative District of Caledon
 Province of Western Cape

Surveyed in September 2012 by me *LA Van Dyk*
 LA Van Dyk
 Professional Land Surveyor
 Registration Number PLS-1069

EXEMPT FROM PROVISIONS OF ACT
 94 OF 1970
 SECTION 1(a)

APPROVED IN TERMS OF SECT. 25
 OF CAP. 125
 REF. Erf 210, Gansbaai (2191)
 DATE 2013-02-11

This diagram is annexed to No. d.d. i.f.o. Registrar of Deeds	The original diagram is S.G. No. 3890/1937 Transfer 1938-251-13083	File S/2326 v.6 S.R. 124/2013 D.Plan. 3890/37 Comp. AI-5BCB (3410) LPI 00130009
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Erf 3899 Gansbaai

13. ANNEXURE C – SERVICES REPORT

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:
APPLICATION FOR SUBDIVISION: PORTION OF REMAINDER OF ERF 210,
GANSBAAI**

Stormwater (SW)	:	According to the master plan by the developer
Electricity	:	See condition 18
Sewer	:	According to GLS report
Water	:	According to GLS report
Roads and traffic	:	According to TIS

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 the developer at his cost constructs the internal municipal civil and electrical services for the proposed development as well as any link or bulk municipal services that need to be provided;
 - 2.1 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:
 - 2.2 the rates and prices of such work be established in terms of a system which is fair, equitable, transparent and cost effective;
 - 2.3 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;

3. 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;
4. that a 6m servitude be registered in favour of the Council for maintenance purposes, at the developer's cost, in respect of existing electrical services crossing the property and that the servitude be accessible at all times;
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, Gansbaai;
 - 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 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
14. 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;
15. 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;

16. that the developer be responsible for the operational costs and maintenance of street lighting, electrical reticulation and metering and all internal services;
17. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point, where deemed necessary;
18. 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;
19. that the developer will, at his cost, be responsible for the relocation of electrical services and equipment, if deemed necessary;
20. 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;
21. that the above stormwater management plan include the following:
 - 21.1 pre-development run-off from the catchment area;
 - 21.2 post-development run-off from catchment area;
 - 21.3 existing stormwater reticulation system and the capacity thereof;
 - 21.4 connection of internal stormwater reticulation system;
 - 21.5 overland escape routes
22. that the developer apply for a temporary water connection on the prescribed application form at Overstrand Municipality's Finance Department, before commencement of construction;
23. that the developer apply for a bulk water connection on the prescribed application form, at Overstrand Municipality's Finance Department and that the installation of the bulk water meter, by the developer, be done under the supervision of the Operational Manager, Gansbaai;

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MUNICIPALITY

5

24. that the connection to the main water line will only be done by the Operational Department after payment of the connection fee, by the developer.

DENNIS HENDRIKS
SENIOR MANAGER:
ENGINEERING SERVICES

23/10/2012
DATE



14. ANNEXURE D – DRAFT DEED OF SALE

OVERSTRAND MUNICIPALITY

GGB 3898 AND/OR 3899 (Ptns OF 210)

DEED OF SALE

ERF 3898 AND/OR ERF 3899 (PORTIONS OF ERF 210) GANSBAAI

entered into between

OVERSTRAND MUNICIPALITY

herein represented by **COENRAAD CORNELIUS GROENEWALD**

in his capacity as Municipal Manager

(hereinafter called the **SELLER**)



and

herein represented by _____

in his capacity as _____, being duly authorised hereto

by a resolution taken by the _____ as attached hereto per

Annexure A

OVERSTRAND MUNICIPALITY

GGB 3898 AND/OR 3899 (Ptns OF 210)

WHEREAS the **SELLER** called for tenders for the sale of Municipal Property, being Erven 3898 and 3899 (portions of Erf 210) Gansbaai (hereinafter referred to as "the property") for aquaculture use;

AND WHEREAS the Bid Adjudication Committee resolved on (date) that the tender be awarded to the **PURCHASER** (minutes to be attached).

NOW THEREFORE THE PARTIES AGREE that the **SELLER**, pursuant to the authority conferred upon it by the Administration of Immovable Property Policy of the Overstrand Municipality, hereby agrees to sell to the **PURCHASER** and the **PURCHASER** hereby agrees to purchase from the **SELLER** the property, upon the following terms and conditions:

1. PROPERTY

The property is known as:

ERF 3898 (a portion of ERF 210) GANSBAAI, in the Overstrand Municipality, Division of Caledon, Western Cape Province situated to the **WEST OF THE VILLAGE ABUTTING THE HARBOUR INDUSTRIAL AREA OF GANSBAAI ON AN UNREGISTERED ACCESS ROAD TO KOLGANSBAAI, GANSBAAI**

EXTENT: 3.0794 (THREE POINT ZERO SEVEN NINE FOUR) HECTARES

As indicated on diagram nr SG No. 281/2013

AND/OR

ERF 3899 (a portion of ERF 210) GANSBAAI, in the Overstrand Municipality, Division of Caledon, Western Cape Province situated to the **WEST OF THE VILLAGE ABUTTING THE HARBOUR INDUSTRIAL AREA OF GANSBAAI ON AN UNREGISTERED ACCESS ROAD TO KOLGANSBAAI, GANSBAAI**

EXTENT: 3.0848 (THREE POINT ZERO EIGHT FOUR EIGHT) HECTARES

As indicated on diagram nr SG No. 282/2013

2. PURCHASE PRICE

2.1 The purchase price is the sum of R _____ (_____) (VAT excluded), being the market value of the property.

2.2 It is placed on record that the **PURCHASER** has in terms of the accepted and binding tender document paid the required deposit equal to 10% of the full purchase price to the **SELLER** within 7 business days after receipt of written notification of the acceptance of the tender by the **SELLER**.

OVERSTRAND MUNICIPALITY

GGB 3898 AND/OR 3899 (Ptns OF 219)

- 2.3 The balance of the purchase price shall be paid to the **SELLER** on date of registration of the transfer of the property to the **PURCHASER**. The **PURCHASER** herewith acknowledges that it has furnished the **SELLER** with a bank or other acceptable guarantee for the payment of the said balance purchase price against registration of the transfer as requested by the **SELLER** in writing.
- 2.4 Should the sale of the property be delayed for any reason whatsoever the purchase price shall annually be revised based on the market related value of the property determined by an independent professional valuer registered in terms of the Property Valuers Profession Act, 2000 (Act 47 of 2000).

3. SALE "VOETSTOOTS" AND SUBJECT TO CONDITIONS

- 3.1 The mentioned property is transferred as it stands and "voetstoots", subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes which may exist in regard thereto, whether imposed by the local authority or any other person or body whomsoever. The **SELLER** shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.
- 3.2 The **PURCHASER** shall be responsible for obtaining the appropriate land use rights in terms of the provisions of the applicable legislation.

4. POSSESSION

Possession and vacant occupation shall be given to the **PURCHASER** on date of registration of the transfer.

5. RISK

Risk regarding the property shall pass to the **PURCHASER** on date of possession.

6. RATES AND TAXES

The **PURCHASER** shall be responsible for rates, taxes and service charges (including availability fees) in respect of the property as from the date of registration of the transfer and shall pay such rates and taxes and service charges upon request by the transferring attorneys.

7. TRANSFER

- 7.1 Transfer shall be passed by the **SELLER's** attorneys, _____, as soon as possible after fulfilment of the suspensive condition contained in this agreement.

7.2 The **PURCHASER** shall within 10 (TEN) business days of being requested by the transferring attorneys to do so, sign the transfer documents. Should the **PURCHASER** neglect to sign the transfer documents within the prescribed period this agreement can be cancelled after notice in terms of clause 9.

8. COSTS

8.1 The **PURCHASER** shall pay the costs of this agreement and all costs of transfer (including transfer duty or VAT) and any further costs relevant thereto, to the **SELLER'S** attorneys upon being requested to do so.

8.2 The **PURCHASER** shall pay the costs of the required advertisement, placed in terms of Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) to the **SELLER** upon being requested to do so.

8.3 The **PURCHASER** and **SELLER** will each pay their own cost relating to this Deed of Sale, i.e. consultation fees, etc.

9. BREACH

In the event of either party fails to comply with any conditions of this agreement by the due date thereof (which shall include failure to sign the necessary documentation to effect transfer when requested to do so or failure to provide any information required by the transferring attorneys for the purpose of effecting transfer) the aggrieved party shall be entitled to give the defaulting party 10 (TEN) business days written notice to remedy the breach. In the event of the defaulter failing to comply with such demand to remedy the breach within the time given, the aggrieved party shall be entitled, without prejudice to any other rights to which it may, in law, be entitled:

9.1 Should the aggrieved party be the **SELLER**:

9.1.1 to cancel this agreement without prejudice to the **SELLER'S** other legal rights and remedies to claim such damages as it may have suffered, in which event the **PURCHASER** shall have no retention; or

9.1.2 to enforce specific performance of this agreement and furthermore to recover any damages and interest.

9.1.3 The **PURCHASER** further undertakes, in the event of breach of contract by itself, to pay all attorney-and-own client costs plus VAT, collection commission and tracing costs plus VAT, if any, which the **SELLER** may incur in the enforcing or cancelling of this agreement or collecting any amount owing in terms of this agreement, including interest on any amount owing by the **PURCHASER** at the maximum rate allowed, from date such amount becomes due, until date of receipt of payment.

- 9.1.4 Where the **SELLER** selects to cancel the agreement in terms of paragraph 9.1.1 above, the **SELLER** may decide to impose a restriction penalty on the **PURCHASER** by prohibiting such **PURCHASER** from doing business with the public sector for a period not exceeding 10 years.
- 9.1.5 If a **SELLER** intends imposing a restriction on a **PURCHASER** or any person associated with the **PURCHASER**, the **PURCHASER** will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the **PURCHASER** fail to respond within the stipulated fourteen (14) days the **SELLER** may regard the **PURCHASER** as having no objection and proceed with the restriction.
- 9.1.6 Any restriction imposed on any person by the **SELLER** will, at the discretion of the **SELLER**, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 9.1.7 If a restriction is imposed, the **SELLER** must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 9.1.7.1 the name and address of the **PURCHASER** and / or person restricted by the **SELLER**;
- 9.1.7.2 the date of commencement of the restriction
- 9.1.7.3 the period of restriction; and
- 9.1.7.4 the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 9.1.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 9.2 Should the aggrieved party be the **PURCHASER**:
- 9.2.1 to cancel this agreement, to recover all payments made to the **SELLER** or the transferring attorneys in payment of the purchase price in terms hereof, without prejudice to the **PURCHASER'S** other legal rights and remedies to claim such damages as he may have suffered,
- 9.2.2 to institute proceedings to enforce specific performance of this agreement.
- 9.2.3 The **SELLER** further undertakes, in the event of breach of contract by itself, to pay all attorney-and-own client costs plus VAT, collection commission and tracing costs plus VAT, if any, which the **PURCHASER** may incur in the enforcing or cancelling of this agreement or collecting any amount owing in terms of this agreement, including interest on any amount owing by the **SELLER** at the maximum rate allowed, from date such amount becomes due, until date of receipt of payment.
- 9.3 Should this agreement be cancelled for any reason whatsoever, the **PURCHASER** shall, if he is in possession of the property, immediately be dispossessed of it and he agrees to give up possession and to vacate forthwith the Property hereby sold.

10. SERVICING OF PROPERTY

- 10.1 It is placed on record that the property is not serviced. The **PURCHASER** and/or his appointed developer must submit an engineering services report with reference to the services required and the capacity thereof for approval by the Director: Infrastructure and Planning of the Overstrand Municipality before commencement of the development. Any required upgrades will be for the account of the **PURCHASER**. The development must comply with the conditions as set out in the services report attached per Annexure D. A service agreement for all the services, including water, sewerage, electricity, roads, storm water and refuse removal services will be finalised with the Manager: Engineering Services. The **PURCHASER** must enter into the service agreements with the **SELLER** (being the Overstrand Municipality) for all the services, including water, sewerage, electricity, roads, storm water and refuse removal before the commencement of the development.
- 10.2 Bulk levies are payable for any upgrading or increased use above the existing use. Bulk Services Levies will be payable by the **PURCHASER** according to the prescribed fees as contained in Council's budget, which fee varies from year to year. Bulk Services Levies will be payable together with the building plan approval fee. All cost for the provision of internal infrastructure is for the **PURCHASER'S** account.
- 10.3 The **PURCHASER** shall be responsible for all costs relating to the connections for water, sewerage and electricity supply to the property and other services, if needed.

10.4 The **PURCHASER** shall at its own costs construct the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be provided.

11. GENERAL

11.1 No indulgence shown by the **SELLER** to the **PURCHASER** shall prejudice the **SELLER's** rights or be a novation of this agreement. Any indulgence in respect of extension of time or anything else granted by either party to the other will not be considered to impair any of the rights of such party in terms of this agreement or affect any rights whatsoever of such party.

11.2 It is agreed by the parties that their respective physical addresses as set out in schedule 1 of this agreement or such other addresses in the Republic of South Africa as they may in writing advise, shall be the addresses to which all notices or other documents shall be sent in relation to this agreement and they further accept *domicilium citandi et executandi* at their respective addresses aforesaid. Notices sent to such addresses by pre-paid registered mail shall be deemed to have been delivered **3 (THREE) business days** after posting thereof.

11.3 The parties hereto acknowledge that this agreement constitutes the entire contract between them and that no other conditions, stipulations, warranties or representations whatsoever have been made by or on behalf of either party other than such as are included herein.

11.4 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

11.5 All provisions of the deed of sale shall remain in effect unless amended in writing and signed by both parties represented herein.

11.6 The **SELLER** and the **PURCHASER** hereby consent to the jurisdiction of the Magistrate's Court for any action that might arise from this agreement. The parties, however, reserve the right at their sole discretion to institute such action in the High Court and to claim costs on the High Court scale.

11.7 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.

- 11.8 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
- 11.8.1 the singular shall include the plural and vice versa;
 - 11.8.2 any one gender shall include the other gender; and
 - 11.8.3 natural persons shall include juristic persons, trusts, partnerships and estates.
- 11.9 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 11.10 The **PURCHASER** shall not be entitled to cede, assign or transfer its rights or obligations in terms of or arising from this agreement to any party without the prior written consent of the **SELLER**, which consent shall not be unreasonably withheld.
- 11.11 The parties hereto agree to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against them in connection with this agreement or breach thereof.
- 11.12 The **PURCHASER** shall not erect or cause or permit to be erected any buildings and or structures on the property until such time as the plans therefore have been approved by the Building Control Manager of the Overstrand Municipality.
- 11.13 The parties agree that each clause of this agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.
- 11.14 The parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of this agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so.

12. DISPUTE RESOLUTION

- 12.1 If any dispute or difference of any kind whatsoever arises between the **SELLER** and the **PURCHASER** in connection with or arising out of this agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 12.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **SELLER** or the **PURCHASER** may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

12.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law or alternatively by means of arbitration proceedings.

13. ARBITRATION

13.1 Any dispute between the parties arising out of this agreement or its interpretation which is unable to be settled by mediation as set out in clause 12 above, shall be submitted to, and decided by arbitration on notice given by either party to the other.

13.2 The arbitration shall be held in Cape Town, informally, and otherwise in accordance with the terms of the provisions of the Arbitration Act No 42 of 1965 (as amended from time to time), it being intended that, if possible, it shall be held and concluded within 10 (ten) days after it has been demanded.

13.3 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:

13.3.1 primarily a legal matter, a practising Senior Advocate of the Cape Bar Society of not less than 5 (five) years' standing;

13.3.2 any other matter, an independent and suitably qualified person, as may be agreed upon, between the Parties to the dispute.

13.4 If agreement cannot be reached on whether the question in dispute falls under sub-clauses 13.3.1 or 13.3.2 and/or upon a particular Arbitrator, within 3 (three) days after the arbitration has been demanded, then the President, for the time being, of the Cape Law Society shall

13.4.1 determine whether the question in dispute falls under sub-clauses 13.3.1 or 13.3.2 and/or

13.4.2 nominate the Arbitrator, within 7 (seven) days after the parties have failed to agree.

13.5 The Arbitrator shall give his decision within 5 (five) days after completion of the arbitration, and shall, in arriving at his decision, have regard to all terms and conditions of this agreement.

13.6 The Arbitrator may determine that the costs of the arbitration are to be paid either by one or other of the disputing parties, or apportioned between them.

13.7 The decision of the Arbitrator shall be final and binding and may be made an order of the High Court of South Africa, upon application of either party.

13.8 This clause shall survive the termination of this agreement.

14. SPECIAL CONDITIONS

- 14.1 Access to the property shall be from the unregistered access road to Kolgansbaai, Gansbaai.
- 14.2 The property may only be used for aquaculture use **and this condition shall be registered against the title deed of the property.**
- 14.3 All required parking must be provided on site. Parking must be provided as per the requirements of the applicable zoning scheme regulations.
- 14.4 Development should comply with the provisions the appropriate Scheme Regulations as promulgated in terms of the Land Use and Planning Ordinance, No. 15 of 1985.
- 14.5 Should the **PURCHASER** not complete the development on the property within a period of 2 (TWO) years from date of the registration of transfer, ownership of the property or remainder thereof shall revert back to the **SELLER**, which time period of 2 (TWO) years may on prior written application of the **PURCHASER** to the **SELLER** stating the reasons for the request, be extended by consent of the **SELLER** given under the hand of the Municipal Manager, which consent will not be withheld unreasonably, and the **PURCHASER**, or its successors in title shall:
- 14.5.1 be compelled to sign the transfer documents within 7 days within receiving a notice to that effect, failing which the duly authorised agent of the **SELLER** is hereby appointed by the **PURCHASER** to sign such documentation, and
- 14.5.2 be responsible for all transfer costs and statutory duties payable in connection with the retransfer of the property to the **SELLER** and/or any third party with regards to the purchase or retransfer of the property, and
- 14.5.3 be entitled to a refund of the total purchase price mentioned in paragraph 2 hereof free of interest on the date of registration of transfer less any damages or loss incurred by the **SELLER**,
- and these conditions shall be registered on the title deed of the property.**
- 14.6 That the conditions from the Engineering Services Department, attached per Annexure * which Annexure is an integral part of this agreement, be complied with.

15. SARS DECLARATION

The **SELLER** confirms and the **PURCHASER** warrants and confirms that they have met all their tax obligations and commitments to the South African Revenue Services whether in their personal capacity (regarding the Purchaser) or otherwise (regarding the Seller and Purchaser), including but not limited to the fact that their tax returns and payment have been delivered and complied with. Should the transfer be delayed or cancelled as a result of a breach of this warranty by the **PURCHASER**, the **PURCHASER** will be liable for all costs incurred and damages suffered by the **SELLER**.

16. LEGAL PERSON AS PURCHASER

Should the **PURCHASER** be an incorporated company, a registered close corporation or other legal person, the **SELLER** shall be entitled to require all directors of such company, members of such close corporation or trustees or office bearers of such other legal person to bind themselves jointly and severally as sureties for and co-principal debtors in solidum with the **PURCHASER** to the **SELLER** for the due and proper performance by the **PURCHASER** of all his obligations in terms hereof and to execute on demand deeds of suretyship in such form as may be required by the **SELLER**, and the signatory hereby warrants in favour of the **SELLER** that all such directors will so bind themselves and will so execute deeds of suretyship should the **SELLER** so require, which Suretyship shall be signed within 7 (SEVEN) days of being presented to the Directors. Furthermore the signatory hereby warrants that he is duly authorised to sign this Deed of Sale for and on behalf of the company, close corporation or other legal person as the case may be. The signatory hereto, binds himself under renunciation of the exception of excussion and division, as surety and co-principal debtor to the **SELLER** of all the obligations of the **PURCHASER**.

17. AGREEMENT BINDING ON SUCCESSORS IN TITLE

This agreement shall be binding on the administrators, executors, heirs, judicial managers and other successors-in-title of the parties, who shall not be entitled to terminate this agreement merely by reason of the death of a party. Each party indemnifies the other against any loss or damage of any nature whatsoever which the other may sustain if this agreement is not binding for any reason on the former's administrators, executors, heirs, judicial managers and/or other successors-in-title.

18. SUSPENSIVE CONDITIONS

18.1 This Agreement is subject to the fulfilment of the condition that the **SELLER** obtain and comply with all the necessary approvals including, but not limited to, the requirements of the Local Government: Municipal Finance Management Act, no 56 of 2003 (as to the necessary advertisement and Council's approval) as to the transfer of the Property to the **PURCHASER** within 60 (SIXTY) days from the date of notice of acceptance of the offer by the Municipality.



OVERSTRAND MUNICIPALITY

GGB 3898 AND/OR 3899 (Ptns OF 210)

18.2 Should the suspensive condition not be fulfilled within the time period afforded, or any extended period as agreed to upon in writing between the parties, the Agreement shall lapse and neither party shall have any claim against each other.

SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

On behalf of the **SELLER**

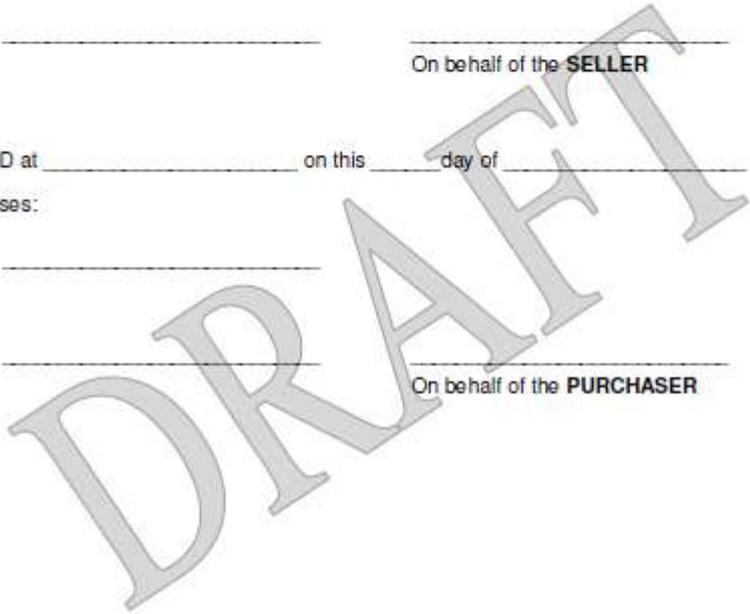
SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

On behalf of the **PURCHASER**



OVERSTRAND MUNICIPALITY

GGB 3898 AND/OR 3899 (Ptns OF 210)

SCHEDULE 1

SELLER	OVERSTRAND MUNICIPALITY
Address	Municipal Offices, Magnolia Avenue, Hermanus. PO Box 20, Hermanus, 7200
Contact Numbers	
Tel	028 313 8000
Fax	028 312 1894
Email	enquiries@overstrand.gov.za
Tender number	SC _____
Bid Adjudication minutes	_____
Council Resolution	_____
PURCHASER	_____
Address	_____
Contact Numbers	
Tel	_____
Fax	_____
Email	_____
Property Description	Erf 3898 and/or Erf 3899 (portions of Erf 210) Gansbaai, approximately 3ha in extent each, in the Overstrand Municipality, Division of Caledon, Western Cape Province, to the west of the village abutting the harbour industrial area of Gansbaai on an unregistered access road to Kolgansbaai, Gansbaai, as set out in Annexure **
Purchase Amount	_____
Municipal Account number	_____

15. FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

SALE OF:**A: ERF 3898, ±3ha (PORTION OF ERF 210) GANSBAAI, AND/OR****B: ERF 3899, ±3ha (PORTION OF ERF 210) GANSBAAI FOR AQUACULTURE USE**

The bidder, identified in the offer signature block, acknowledges that he/she has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation, the terms of the most recent Supply Chain Management Policy and the Administration of Immoveable Property Policy of the Overstrand Municipality as approved and adopted by Council, and by submitting this offer has accepted the conditions of tender and the conditions as set out in the afore-said policies.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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.

Bidders may submit tenders for either of both of the properties. Please clearly indicate which property is being tendered for.

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS:	
A: Erf 3898 Gansbaai	R <i>(In words)</i>
B: Erf 3899 Gansbaai	R <i>(In words)</i>

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, originally signed, to the bidder 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 bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Municipality and the bidder upon the terms and conditions contained in this agreement, the tender data and specifications, the tender documentation and in the Deed of Sale to be concluded that is the subject of this agreement, a draft of which is attached hereto per Annexure **D**.

The bidder shall within 7 business days of receipt of written notification of acceptance of the offer by the Municipality pay 10% of the purchase price as a deposit and within 14 days of acceptance of the offer furnish the Municipality with a bank or other acceptable guarantees and any other documentation to be provided in terms of the agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement and subsequent forfeiture of any monies paid to the Overstrand Municipality.

Notwithstanding anything contained herein, this Agreement comes into effect and is binding between the parties on the date of dispatch of one fully completed copy of this document to the bidder, originally signed by the authorized official of the Overstrand Municipality.

Signature(s):		
Name(s):		
Capacity:		
For the Owner:	Overstrand Municipality, Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		



PART C – ADMINISTRATION OF IMMOVABLE PROPERTY POLICY

16. MOST IMPORTANT ASPECTS OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF THE OVERSTRAND MUNICIPALITY

“General Principles4. *The Municipality may:*

- (1) *alienate or let or permit to be built upon, occupied, enclosed or cultivated any immovable property owned by the Municipality;*
- (2) *grant a servitude, way leave, encroachment or other rights on any land of which the Municipality is the owner*
 - (a) *subject to this policy document and the provisions of applicable legislation;1.) or unless it is precluded from so doing by law or the conditions under which such property was acquired by the Municipality.*
 - (b) *unless it is precluded from so doing by law or the conditions under which such property was acquired by the Municipality.*

13. *In assessing tenders, the Municipality will take cognisance of the total cash value of the packages offered by the tenderers, where such packages are permissible in terms of the conditions of tender. In other words, where the actual amounts tendered are roughly similar, but a particular tenderer, for example, also offers to make improvements to the property, the cash value of such improvements, which proposed improvements may not be deviated from, may also be taken into consideration to determine the highest tender.*

Conditions of Sale

20. *All costs pertaining to a transaction shall be borne by the buyer, e.g. survey, advertisements, valuation, rezoning, relocation or provision of services where necessary, etc. The Municipality may, however, waive its right to claim the costs should it be to its advantage to bear the costs. Where necessary, a deposit to cover the costs may be required.*
21. *Should existing services need to be relocated or secured by means of the registration of a servitude in favour of the Municipality as a result of the sale of a immovable asset all related costs shall be for the account of the purchaser.*
22. *Small areas of land such as closed roads or portions of public place sold to an adjacent owner must be consolidated with the existing property of the adjacent owner, unless circumstances exist which, in the opinion of the Municipality, make such consolidation undesirable.*
23. *Where immovable property is sold for development, a condition must be included in the Deed of Sale stipulating that such development must be completed within two years from date of registration. Likewise a condition must be included in the agreement to provide for forfeiture in the event that the development has not been completed within the required time period, unless an extension has been granted by the Municipality.*
24. *Save with prior approval, the property alienated may only be used for the purpose for which it was originally sold and purposes permitted by town planning scheme regulations pertaining to such purposes.*
25. *The agreement of sale shall be finalised and concluded within 60 days from the date of the Municipality's official written request and registration must be effected within 60 days of signature of the agreement by both parties; failure to comply shall cause the sale to lapse.*
26. *The agreement must contain a suspensive condition in respect of property which is sold subject to approval in terms of land use planning legislation.”*