



OVERSTRAND MUNICIPALITY

TENDER NO SC 840 / 2010

PRIVATE SECTOR OPPORTUNITY FOR THE

ESTABLISHMENT AND OPERATION OF AUTOMATED TELLER MACHINES AT MARKET SQUARE, HERMANUS CENTRAL BUSINESS DISTRICT AND ZWELIHLE CENTRAL BUSINESS DISTRICT

Procurement document prepared and issued by:

Directorate: Local Economic Development
Overstrand Municipality
P O Box 20
HERMANUS
7200

Contact name: Mr. S. Madikane
Telephone: 083 594 9230

Name of Tenderer: _____

Address: _____

Telephone number: _____

**MARCH 2010
OVERSTRAND MUNICIPALITY**

TENDER NO SC 840 / 2010

**PRIVATE SECTOR OPPORTUNITY FOR THE ESTABLISHMENT AND OPERATION
OF AUTOMATED TELLER MACHINES AT MARKET SQUARE, HERMANUS CENTRAL
BUSINESS DISTRICT AND ZWELIHLE CENTRAL BUSINESS DISTRICT**

CONTENTS LIST

1. Tender Notice and Invitation to Tender	p. 3
2. Authority for Signatory	p. 4
3. Conditions of Lease	p. 5
4. Form of offer and Acceptance	p. 7
5. General Conditions of Contract	Annexure A
6. Declaration of Interest	Annexure B
7. Declaration of Bidder's past Supply Chain Management Practices	Annexure C
8. Overstrand Municipality's Supplier data base Registration forms	Annexure D
9. Tax Clearance Certificate Requirements	Annexure E



P O BOX 20, HERMANUS, 7200

TENDER NO. SC 840 / 2010

PRIVATE SECTOR OPPORTUNITY FOR THE ESTABLISHMENT AND OPERATION OF AUTOMATED TELLER MACHINES AT MARKET SQUARE, HERMANUS CENTRAL BUSINESS DISTRICT AND ZWELIHLE CENTRAL BUSINESS DISTRICT

Tenders are hereby invited for: TENDER NO. SC 840/2010

The Overstrand Municipality, in pursuit of its Local Economic Development and tourism goals, established a market place in the centre of Hermanus to be occupied mainly by informal traders. The Market Place is an important landmark for tourism in the area, hence there is a need for provision of integrated services to facilitate visitors in the area. An opportunity exists for interested parties to submit a proposal to occupy one (1) of the stalls to operate an Automated Teller Machine (ATM). A three year lease agreement will be entered into with the preferred bidder for a nine (9) square meters stall which can be re-arranged in line with guidelines set by the Municipality.

The Zwelihle CBD is under construction and is expected to be completed in 13 weeks. The aim of the project is to create a conducive environment that is attractive to investment in the township, grow the informal sector and ensure the growth of the second economy. The development presents an opportunity for interested parties to establish an Automated Teller Machine, based on own specifications, that can be accommodated within the development. The existence of such a machine can provide security for small businesses to conduct their business anytime and provide easy access to communities to draw money for their daily use. The sizes of the stalls are three (3) and a half by three (3) and a half square meters.

A briefing session and site meeting will be held on Tuesday, 30 March 2010, at the Municipal Offices at 11h00

Tender documents, in English, are obtainable from 23 March 2010 at the offices of Overstrand Municipality, Magnolia Avenue, Hermanus, (tel no. 028 313 8066).

Sealed proposals, with "TENDER NO. SC 840/ 2010: "Establishment and operation of Automated Machines (ATM(s) at the Market Square – Hermanus CBD and Zwelihle CBD" clearly endorsed on the envelope, must be deposited in Tender Box No 4 at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.

The tender closing date and time is on 16 April 2010 at 12h00 and tenders will be opened in public as soon as possible thereafter in the Committee Room, Hermanus Administration.

Tenders must be valid for thirty days (30) after the closing date.

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

Please contact Mr S Madikane at the following number (028 313 8066) for any other information needed.

S. MADIKANE
DIRECTOR: LOCAL ECONOMIC DEVELOPMENT
OVERSTRAND MUNICIPALITY

OVERSTRAND MUNICIPALITY

TENDER NO SC 840 / 2010

**PRIVATE SECTOR OPPORTUNITY FOR THE ESTABLISHMENT AND OPERATION
OF AUTOMATED TELLER MACHINES AT MARKET SQUARE, HERMANUS
CBD AND ZWELIHLE CBD**

AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be, or by completing the following:

AUTHORITY FOR SIGNATORY

1. COMPANIES / CLOSE CORPORATIONS

FORM TO BE COMPLETED

By resolution of the board of directors pass on,
(Mr. / Me.).....has been duly authorised to sign all
documents in connection with the Bid for and any Contract, which may
arise there from on behalf of the Bidding Entity:

SIGNED ON BEHALF OF THE BIDDING ENTITY:

NAME: SURNAME:

IN HIS / HER CAPACITY AS:DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL:

AND / OR(SIGNATURE)(INITIALS)

AND / OR(SIGNATURE)(INITIALS)

AND / OR

AND / OR

OVERSTRAND MUNICIPALITY

TENDER NO SC 840 / 2010

PRIVATE SECTOR OPPORTUNITY FOR THE ESTABLISHMENT AND OPERATION OF AUTOMATED TELLER MACHINES AT MARKET SQUARE, HERMANUS CBD AND ZWELIHLE CBD

CONDITIONS OF LEASE

OVERSTRAND MUNICIPALITY ASSET MANAGEMENT POLICY APPROVED AND ADOPTED ON 27 AUGUST 2008

- 3.1 All costs pertaining to a transaction, e.g. survey, advertisements, valuation, relocation or provision of services where necessary, shall be borne by the lessee.
The Municipality may, however, waive its right to claim all or any portion of the costs. Where necessary a deposit to cover the costs may be required.
- 3.2 The Municipality may:
- (a) enter into a contract which will impose financial obligations on the Municipality beyond a financial year, but if the contract will impose financial obligations on the Municipality beyond the three years covered in the annual budget for that financial year, it may only do so in accordance with the provisions of Section 33 of the MFMA, and
 - (b) enter into a public-private partnership agreement, but only in accordance with the provisions of Section 120 of the MFMA.
- 3.3 An agreement for the lease of municipal fixed property shall be in writing stipulating the terms and conditions of the contract or agreement, which shall include provisions providing for:
- (a) the termination of the contract or agreement in the case of non- or underperformance;
 - (b) dispute resolution mechanisms to settle disputes between the parties;
 - (c) a periodic review of the contract or agreement once every three years in the case of a contract or agreement for longer than three years;
 - (d) any other matters that may be prescribed, and
 - (e) escalation in terms of paragraph 3.6 of this policy.
- 3.4 No immovable property shall be sub-let and no lease may be ceded or assigned without the prior written approval of the Municipality.
- 3.5 An owner of immovable property who leases adjoining municipal property may be substituted by his successor in title for the duration of the remainder of the lease term.
- 3.6 Rental, except where it is decided otherwise by the Municipality shall escalate annually by a percentage fixed in accordance with the prevailing consumer price index (all items).
- 3.7 The lessee shall, as a rule, be liable for the payment of rates and services charges in respect of the property. In the case of leases to certain social care users at rentals lower than market value the Municipality may consider granting a rebate on rates in accordance with the rates policy of the Municipality. In the case of small unsurveyed areas of land used for gardening purposes, etc. no rates shall be levied.

3.8 The letting of lanes, public open spaces, road reserves and the likes shall be subjected to the following:

- (a) closing off./securing by the lessee to the satisfaction of the Municipality;
- (b) the lessee shall be responsible for the cost of relocation or installation of services where required and for the securing of servitudes, and
- (c) the closure of the lanes, public open spaces and roads in terms of the Ordinance shall be done at the costs of the lessee.

3.9 The lessee shall indemnify the Municipality against any possible claims arising from the lease or use of the immovable property.

3.10 Where land is leased for development, a condition shall be included in the lease agreement stipulating that such development shall be completed within two years from date of conclusion of the lease agreement. Likewise a suspensive condition shall be included in the lease agreement to provide for cancellation in the event that the development has not been completed.

3.11 Save with prior written approval the property may only be used for the purpose for which it was let.

3.12 Officials from the Municipality shall at all reasonable times be entitled to enter and inspect the immovable property.

3.13 The lessee shall be responsible for maintaining the leased property including all improvements thereon to the satisfaction of the municipality.

3.14 Improvements provided by the lessee and which the Council wishes to retain, shall revert, free of charge, to the Municipality once the lease period has terminated and/or in the event the agreement, due to breach of conditions, has been cancelled, Alternatively, agreement may be reached to the effect that the lessee may remove any improvements erected from its own funds within three months of termination of the lease agreement, failing which such improvements shall revert to the Municipality free of charge without damage and if provided for in the agreement. The lessee shall be liable for the cost involved in the removal of such improvements not required by the Municipality.

3.15 Lease agreements for a term up to 3 years entered into under this policy may be renewed without applying the provisions of paragraph 1.2 but not exceeding 3 years in total.

3.16 Immoveable property let for short-term periods up to 12 months without the option of renewal need not be advertised in terms of paragraph 1.2 but shall be subject to *inter alia* the following:

- (a) the lessee shall be responsible for all costs regarding services, ablution facilities, etc. If required;
- (b) the Municipality shall determine the rental;
- (c) the lessee shall undertake in writing to compensate the Municipality for damages caused to the property for whatever reasons.
- (d) the lessee shall indemnify the Municipality against any claims.

OVERSTRAND MUNICIPALITY

TENDER NO.: SC 840 / 2010

**PRIVATE SECTOR OPPORTUNITY FOR THE ESTABLISHMENT AND OPERATION OF
AUTOMATED TELLER MACHINES AT MARKET SQUARE , HERMANUS CENTRAL BUSINESS
DISTRICT AND ZWELIHLE CENTRAL BUSINESS DISTRICT**

Form of Offer and Acceptance

Offer

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

Establishment and operation of automated teller machines at Market Square, Hermanus Central Business District and Zwelihle Central Business District.

The tenderer, identified in the Offer signature block, has examined the documents and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to lease certain portion(s) of land for the commissioning of automated teller machine(s) in accordance with the conditions of contract and offers the following rental:

1. AUTOMATED TELLER MACHINE(S), MARKET SQUARE, HERMANUS CENTRAL BUSINESS DISTRICT

**RENTAL AMOUNT OFFERED
(PAYABLE MONTHLY IN ADVANCE)**

YEAR 1	YEAR 2	YEAR 3
R..... (in figures)	R..... (in figures)	R..... (in figures)
.....
.....
.....
.....(in words)(in words)(in words)

2. **AUTOMATED TELLER MACHINE(S), ZWELIHLE CENTRAL BUSINESS DISTRICT, HERMANUS**

**RENTAL AMOUNT OFFERED
(PAYABLE MONTHLY IN ADVANCE)**

YEAR 1	YEAR 2	YEAR 3
R..... (in figures)	R..... (in figures)	R..... (in figures)
.....
.....
.....
.....(in words)(in words)(in words)

This Offer may be accepted by the Overstrand 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 or other period as agreed, whereupon the tenderer becomes a party to the contract.

Signature(s)

.....

Name (s)

.....

Capacity

.....

For the tenderer:

.....

.....

.....

.....

.....

(Insert name and address of organisation)

Name & Signature of Witness:

Date:

Acceptance

By signing this part of this form of Offer and Acceptance, the Overstrand Municipality accepts the tenderer's Offer. In consideration thereof, the Tenderer shall pay the Overstrand Municipality the amount due in accordance with the conditions of contract. Acceptance of the tenderer's Offer shall form an agreement between the Overstrand Municipality and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The tenderer shall, within two weeks of receiving a completed copy of this agreement, contact the Overstrand Municipality to arrange the delivery of securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract. 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, within five working days of the date of such receipt, notifies the Overstrand Municipality in writing of any reasons why they cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)
Name(s)
Capacity

**For the
Overstrand Municipality:**.....

Name & Signature of
Witness:

Date: