



OVERSTRAND MUNICIPALITY

TENDER NO. SC864/2010 : TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

TENDERER	
TENDER AMOUNT	R (including VAT)

Form of Offer and Acceptance on page 16 and 24

MAY 2010

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

**TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER
OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND
MUNICIPAL AREA FOR AQUA CULTURE PURPOSES**

CONTENT

The Tender

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tenderer

T1.2 Tender Data

Part T2: Returnable schedules

T2.1 List of Returnable documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instruction

Part C3: Scope of Tender

C3.1 Scope of Tender

Part T1: Tendering procedures

1.1 Tender Notice and Invitation to Tender



OVERSTRAND MUNICIPALITY
PO Box 20, Hermanus, 7200

M.N. 33/2010

TENDER NO. SC864/2010

TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMANGE) GANSBAAI IN THE OVERSTRAND MUNICIPALITY AREA FOR AQUA CULTURE PURPOSES

Tenders are hereby invited for the sale and development of the following vacant properties as indicated:-

	ERF NO.	PRESENT ZONING	SIZE
Gansbaai (Commonage)	Two (2) portions of Erf 210 : located at the Gansbaai Harbour	Undetermined (for aqua culture only)	±6.00 ha and ±6.17 ha respectively

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

The closing time and date of the tenders are **12:00 on Friday, 4 JUNE 2010**.

Sealed tenders with "**Tender No. SC864/2010: Sale of two portions of the remainder of Erf 210 (Commonage) Gansbaai in the Overstrand Municipal Area for Aqua Culture Purposes**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of **Overstrand Municipality, Magnolia Avenue, Hermanus**, before the closing date and time.

Tenders will be opened in public in the Committee Room, Hermanus Administration, as soon as possible after the closing time. Tenders must be valid for 120 days from the closing date.

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

For more information Mr R Kuchar (028-313 8087) or Mr S van der Merwe (028-384 8317) can be contacted.

W ZYBRANDS
MUNICIPAL MANAGER
Municipal Notice No. 33/2010

F.2.7	There are no compulsory or clarification meetings
F.2.12	No alternative offers will be considered.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Overstrand Municipality, Administration Building, Magnolia Street, Hermanus Physical address: Overstrand Municipality, Magnolia Street, Hermanus IDENTIFICATION DETAILS: TENDER NO. SC864/2010: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 12h00 on Friday 29 January 2010
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 120 days.
F.2.23	The tenderer is required to submit with his tender: an original valid Tax Clearance Certificate issued by the South African Revenue Services;
F.3.4	The time and location for opening of the tender offer is: Time: 12h00 on Friday, 4 JUNE 2010 Location: Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus Tenders will be opened as soon as possible after the closing time for tenders at 12h00
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 The score for quality is to be calculated using the following formula: $W_Q = W_2 \times S_O / M_S$ where W_2 is the percentage score given to quality and equals 80/90 S_O is the score for quality allocated to the submission under consideration M_S is the maximum possible score for quality in respect of a submission

Scoring Preferences

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

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

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

Or as indicated in the MBD forms

Description of Quality Criteria:		Elevation points for tenders > R500 000.00	
1. Aqua Culture Development		25	
• New plant to cultivate and process of products	5		
• Registration with Department of Fisheries	5		
• Local employment	15		
2. Track Record		15	
• Track record on similar projects (1 point per project)	5		
• Years in operation in SA (2 points for each year)	10		
3. Price		20	
• Price (highest price)			
4. Financial Ability		10	
• Proof of funding for project	5		
• Projected timeframe for completion of plant	5		
5. Proposed Development		20	
• Site Development Plan indicating envisaged capacity to complete all phases of plant (5 points for each category capacity).			
6. Empowerment		10	
• Disabled MBD 6.2 (ANNEXURE A)			
• Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE B)			
• MBD 2 (ANNEXURE C)			
• MBD 4 (ANNEXURE D)			
• MBD 8 (ANNEXURE E)			
TOTAL		100	
IMPORTANT – Tenderers should make sure that the proposal to be submitted adequately addresses all Criteria above.			

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

Part T2: Returnable Schedules

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Proof of financial backing and finance description
- 1.2 Authority Signatory

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- 2.1 Certificate of Authority for Joint Ventures (If Applicable)
- 2.2 ANNEXURE C –MBD 2 Tax clearance certificate requirements
- 2.3 ANNEXURE D –MBD 4 Declaration of interest
- 2.4 ANNEXURE E–MBD 8 Declaration of Bidder's past supply chain management practices

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 3.1 Record of Addenda
- 3.2 Compulsory Enterprise Questionnaire

Part C1 : Agreements and contract data

- 4 C1.1 Form of Offer And Acceptance
- 5 C1.2 Contract Data (Part 2)
- 6 C1.3 Form of Guarantee

T2.2 TENDER SCHEDULES

1.1 PROOF OF FINANCIAL BACKING AND FINANCE DESCRIPTION

Attached can be submitted as an Annexure.

**Name of Tendering
Entity :**

Signature :

Date :

1.2 AUTHORITY SIGNATORY

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

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

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

NAME: _____

CAPACITY: _____

SIGNATURE: _____

DATE: _____

WITNESSES: 1. _____ 2. _____

2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

3.1 RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

3.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

Part C1: Agreements and contract data

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

C1.1 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 sale:

TENDER NO SC864/2010: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand

.....(in words);

R..... (in figures)

This offer may be accepted by the Municipality by signing the acceptance part of this Form of Offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the successful Tenderer/Developer in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the Tenderer

(Name and address of organization)

Name and signature of witness Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of tender

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

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

Signature

Name

Capacity

For the Municipality
OVERSTRAND MUNICIPALITY
Magnolia Avenue
HERMANUS
7200

Name and signature of witness

Date

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

OVERSTRAND MUNICIPALITY

TENDER NO. SC864/2010

TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

C1.3 Form of Guarantee

Tender No. **SC 864/2010**

WHEREAS the OVERSTRAND MUNICIPALITY

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

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

on the day of20.....,

for the sale of 2 portions of the remainder of Erf 210 (commonage) Gansbaai in the Overstrand Municipal area for aqua culture purposes

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

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

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

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

described land of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....Rand (in words);

R(in figures)

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

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of 20.....

Signature

.....

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

Guarantor's seal or stamp

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

The following contract specific data are applicable to this Contract:

Clause		
	The owner is the Overstrand Municipality	
3.4 and 4.35	The Authorised and Designated representative of the Employer is	
	Name: Mr. R Kuchar	
	The Employer's addresses for receipt of communications is:	
	Physical address - Town Planning Department Overstrand Municipality 16 Paterson Street HERMANUS 7200	Postal address: P O Box 20 HERMANUS 7200
	Telephone : 028 313 8087 Fax: 028 313 2093 E-mail: rkuchar@overstrand.gov.za	
	The project is for the sale of municipal properties: TENDER NO. SC864/2010: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES	
3.6.1	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.	
3.11	Withdrawing from the tender after it was awarded or failing to take transfer the tenderer will forfeit its R10 000 bank guarantee to Overstrand Municipality	
5.4.1	The Service Provider is required to provided the following insurances:	
	1. Bank guarantee	Bank guarantee to the amount of R10 000 to be submitted together with tender
	Period of guarantee	Till transfer has taken place

Clause	
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Commencement of detailed design

OVERSTRAND MUNICIPALITY

TENDER NO. SC864/2010

TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES

C1.3 Form of Guarantee

Tender No. **SC 864/2010**

WHEREAS the OVERSTRAND MUNICIPALITY

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

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

on the day of20.....,

for the sale of 2 portions of the remainder of Erf 210 (Commonage) Gansbaai in the Overstrand Municipal area for aqua culture purposes

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

AND WHEREAS

has/have at the

request of the successful Tenderer, agreed to give such guarantee;

NOW THEREFORE

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

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

described land of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....Rand (in words);

R(in figures)

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

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of 20.....

Signature

.....

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

Guarantor's seal or stamp

Part C2: Pricing data

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

**TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210
(COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA**

C2.1 PRICING INSTRUCTION

The Tender price will be payable as follows;

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

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

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Tender No: SC864/2010

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C2.1 PRICING INSTRUCTION

The Tender price will be a once off payment to be paid at the date of transfer. The following offer(s) are made by the undersigned for the purchase of the municipal property/ies as indicated. See "Scope of Tender" attached for further information.

	Tender SC Number	Property Description	Tender Price (VAT Excluded)
(a)	SC864/2010	A ± 6.00 hectare portion of the remainder of Erf 210 (Commonage), Gansbaai	R
(b)	SC864/2010	A ± 6.17 hectare portion of the remainder of Erf 210 (Commonage), Gansbaai	R

Signed at _____ on this _____ day of _____ 2010 in the presence of the undersigned witnesses.

As Witnesses:

TENDERER:
ID / FIRM NUMBER:

1. _____
2. _____

Part C3: Scope of Tender

1. INTRODUCTION (BOTH PROPERTIES)

- 1.1 The Overstrand Municipality has decided to dispose of two properties being portions of the remainder of Erf 210 (commonage), Gansbaai. These sites have been approved for sale and development for aqua culture purposes only. The Municipality owns the land which is currently vacant. The proposal for this development is in line with government policy to maximise under utilised public property.
- 1.2 The objective of this exercise is to enable the Council to select the best submission in terms of both financial and concept appropriateness for the site.
- 1.3 The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.

2. THE PROPOSAL CALL PROCESS

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

- 2.1 The submission of a tender proposal must be in accordance with Paragraph 9 of this document.
- 2.2 The submission of a tender price, plans and sketches as well as a written description of the envisaged development (where applicable), the details of the developer as well as information regarding the source of development funds and the financial offer made must be clearly set out in the applicants submission as per the requirements set out in Part C2: Pricing Data (item 2.1) of this document.
- 2.3 A Deed of Sale will be entered into with the successful tenderer after the tender is awarded. (Annexure)
- 2.4 The submissions will be evaluated by a duly constituted evaluation committee. It should be noted that the committee is not obliged to accept any of the proposals submitted.
- 2.5 On awarding the proposal call, a payment of the required **deposit of 10%** (ten percent) of the agreed purchase price, in the form of a bank guarantee must be forwarded within a period of fourteen (14) days of informing the successful tender.
- 2.6 On awarding of the tender, the transfer of the ownership of the land portions to the tenderer/developer must proceed forthwith.

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

- 3.1 The properties are located adjacent to the Gansbaai Harbour.
- 3.2 The developers must take cognizance of the mixed surrounding land uses.
- 3.3 The land uses in 3.2 must be taken into consideration by the tenderer / developers.

4. PROPERTIES DESCRIPTION AND DETAILS

- 4.1 Erf no. and size

Two portions of the remainder of Erf 210 (Commonage), Gansbaai
Extent: 6.00 hectares and 6.17 hectares respectively

4.2 Zoning Status

Undertermined

4.2 Locality context (see Locality Map – Annexure)

The property is located alongside the Gansbaai Harbour and borders onto existing developed land.

The surrounding land uses vary and consists of two developed abalone farms residential areas, and the Gansbaai harbour. The sewerage works are some distance away.

5. DEVELOPMENT PARAMETERS

Portions of Erf 210

5.1 Development Directives

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

5.1.2 Development proposals should maximize the potential of the site bearing in mind the existing surrounding built environment and visual sensitivity of the site in relation to the surrounding area.

5.2 Non-Developable area.

N/A

5.3 Accesses and Road provision

Access to two portions of Erf 210 must be discussed with Council's Civil Engineering Branch.

5.4 Possible Developments include.

1. single residential (caretakers dwelling)
2. offices etc.
3. Structures that are reasonably connected with aqua-culture

5.5 Not allowed

The following land uses are considered to be inappropriate.

1. Agricultural Zone
2. Industrial Zone

6. SERVICES

6.1 Council's Civil Engineering Branch must be contacted for further information required with regard to the services to the site.

6.2 The provision of all services is to be for the account of the developer and to the satisfaction of the Director: Public Services. Detailed services design will have to be submitted prior to building plan approval being issued.

7. ZONING RIGHTS

The two portions of Erf 210, Gansbaai are sold “voetstoots”. The successful tenderer / developer will have to arrange for the subdivision and rezoning of the remainder of Erf 210 from Undetermined to Agricultural Zone (consent use: aqua culture) with a departure to allow for buildings that are reasonably connected with aqua-culture activities such as dwellings for workers, offices etc. The Environmental Impact Assessment for the subdivision will also have to be undertaken by the successful tenderer / developer after registration of the newly created properties in the Deeds Office.

8. SUBMISSION REQUIREMENTS

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

8.2 The tenderers will be required to submit a tender deposit of ten thousand rand (R10 000) on submission of the tender. This amount must be in the form of a bank guaranteed payment (letter of undertaking - not bank guarantee cheque) in favour of the Overstrand Municipality and valid for 120 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the tenderer. These guarantees will be returned to the tenderers after the awarding process has been completed. The tender deposit will be forfeited by a tenderer should he cancel/withdraw his tender at any time after the closing date of the tender.

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

Description of Quality Criteria:		Elevation points for tenders > R500 000.00	
1. Aqua Culture Development		25	
• New plant to cultivate and process products	5		
• Registration with Department of Fisheries	5		
• Local employment	15		
2. Track Record		15	
• Track record on similar projects (1 point per project)	5		
• Years in operation in SA (2 points for each year)	10		
3. Price		20	
• Price (highest price)			
4. Financial Ability		10	
• Proof of funding for project	5		
• Projected timeframe for completion of plant	5		
5. Proposed Development		10	
• Site Development Plan indicating envisaged capacity to complete all phases of plant (5 points for each category capacity)			
6. Empowerment		10	
• Disabled MBD 6.2 (ANNEXURE A)			
• Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE B)			
• MBD 2 (ANNEXURE C)			
• MBD 4 (ANNEXURE D)			
• MBD 8 (ANNEXURE E)			
• TOTAL		100	
<p>IMPORTANT – Tenderers should make sure that the proposal to be submitted adequately addresses all Criteria above.</p>			

9. METHOD OF SUBMISSION

- 9.1 The submission (tender documents) purchase price offered and signed Agreement of Sale must be submitted in a sealed envelope and marked with the Tender Number and Full Description of the Property and be deposited in **TENDER BOX NO. 7** in the foyer of the **Municipal Offices, Magnolia Avenue, Hermanus** before **12:00** on Friday, **4 JUNE 2010**. **Proposals which are not submitted in a sealed envelope or proposals received after the closing time and date will not be considered.**
- 9.2 The Municipality is not obliged to accept the highest bid or any of the proposals submitted.
- 9.3 The Municipality reserves the right to interview prospective organizations or individuals prior to awarding the tender to any bidder.
- 9.4 The decision of the Municipality will be final.

10. ACCEPTANCE

- 10.1 The tender shall remain irrevocably open for acceptance by the Municipality for a period of 120 days calculated from the date of the closing of tenders.
- 10.2 The following criteria will be used to evaluate the submission received.

OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC864/2010

**TITLE: TENDER FOR THE SALE OF TWO PORTIONS OF THE REMAINDER OF ERF 210
(COMMONAGE), GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA
CULTURE PURPOSES**

C.3.1 SCOPE OF TENDER

Annexure A – MBD 6.2

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

SALES

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

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

(a) GENERAL CONDITIONS

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

- 3 the 80/20 system for the sale and letting of assets with a Rand value of up to R500 000; and
- 4 the 90/10 system for the sale and letting of assets with a Rand value above R500 000.

(ii) The value of this bid is estimated to **exceed R500 000** and therefore the **90/10** system shall be applicable.

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

- 2 Price; and
- 3 Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	...90.....
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	...10...
<ul style="list-style-type: none"> • Historically Disadvantaged Individual: (i) who had no franchise in national elections before the 1983 and 1993 Constitutions (ii) who is a female (iii) who has a disability 	<ul style="list-style-type: none"> ...4.... ...2.... ...1....
<ul style="list-style-type: none"> (b) Other specific RDP goals. 2 Local tenderers MBD 6.9 (Western Cape Province) 3 Local tenderers MBD 6.10 (Overberg Region) 4 Local tenderers MBD 6.11 (Overstrand Municipality) 	<ul style="list-style-type: none"> 1 or 2 or 3

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

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The seller reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the seller.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of Municipality for the sale and letting of assets.
- 2.3 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of Municipality.
- 2.5 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.7 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.8 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- 9 who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
- 10 who is a female; and/or
- 11 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.10 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 2.11 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.12 **“Person”** includes reference to a juristic person.
- 2.13 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.14 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, (1996 No 102 of 1996).
- 2.15 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.16 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

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

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Points scored will be rounded off to 2 decimal places.
- 4.3 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration
Ph = Rand value of highest acceptable bid

6. Points awarded for historically disadvantaged individuals

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

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

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDIs.

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

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

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

7. BID DECLARATION

4.

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

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.9 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.6.

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

*If points are claimed for disabled persons, indicate the nature of impairment (see paragraph 2.7 above)

.....

1. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number
:

3.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

3.5 MUNICIPAL INFORMATION

State where business is situated:

Registered Account No:

Stand No:

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

.....

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

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

*Indicate YES or NO

3.7 Consortium / Joint Venture

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

Name of HDI member (to be consistent with paragraph 9.6)	Percentage (%) of the contract value managed or executed by the HDI member

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

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

WITNESSES:

•

 (b)

SIGNATURE (S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

ANNEXURE B – MBD6.9, 6.10, 6.11

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE**

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

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

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

3. **SPECIFIC GOAL** **POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally1...

Preference points may only be claimed by enterprises located within the borders of the Western Cape Province. (See paragraph 2 above).

4. **BID DECLARATION**

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

5. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the **Western Cape Province** is/are claimed. Yes / No

6. **DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical:

Postal:.....

.....

Telephone: Fax:

Address of Head Office: Physical:

Postal:.....

Telephone: Fax:

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

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

WITNESSES:

1.

2.

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

DATE:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC REGION

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

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

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

3. **SPECIFIC GOAL** **POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally from enterprises located in the **Overberg Region****2**.....

*Preference points may only be claimed by enterprises located within the **Overberg Region**. (See paragraph 2 above).*

4. **BID DECLARATION**

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

5. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overberg Region** is/are claimed. Yes / No

6. **DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical:

Postal:.....

Telephone: Fax:

Address of Head Office: Physical:

Postal:.....

Telephone: Fax:

.....

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

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

WITNESSES:

1.

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

2.

DATE:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

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

1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overstrand Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL

POINTS ALLOCATED

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

.....**3**.....

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

4. BID DECLARATION

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

5. POINTS CLAIMED

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

Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

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

Physical:

Postal:

Telephone:

Fax:

Municipal Account No:

Stand No:

Address of Head Office: Physical:

Postal:.....

.....

Telephone: Fax:

Municipal Account No: Stand No:

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

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

WITNESSES:

1.

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

2.

DATE:

2.4 ANNEXURE C – MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input fields for stating the purpose of the application.

Particulars of applicant

Form for applicant details including Name/Legal name, Trading name, ID/Passport no, Company/Close Corp. registered no, Income Tax ref no, VAT registration no, Customs code, Telephone no, E-mail address, Physical address, and Postal address. Includes specific input values like '4', '7', 'L', and 'U'.

Particulars of representative (Public Officer/Trustee/Partner)

Form for representative details including Surname, First names, ID/Passport no, Income Tax ref no, Telephone no, E-mail address, and Physical address.

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

CCYY-MM-DD

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

CCYY-MM-DD

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

2.5 ANNEXURE D – MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:.....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, shareholder etc):.....
- 2.4 Company Registration Number:.....
- 2.5 Tax Reference Number:.....
- 2.6 VAT Registration Number:.....

* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:.....

Name of state institution to which the person is connected:.....

Position occupied in the state institution:.....

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person employed
by the state and who may be involved with the evaluation and
or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES / NO**
aware of any relationship (family, friend, other) between the
bidder and any person employed by the state who may
be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors /shareholders/ **YES / NO**
members of the company have any interest in any other
related companies whether or not they are bidding for
this contract?

2.11.1 If so, furnish particulars:

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

DECLARATION

I, THE UNDERSIGNED.....
(NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

2.6 ANNEXURE E – 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.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME,.....)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW