



TENDER NO.: SC 1265/2012

**SALE OF ERF 109, VAN DYKSBAAI, GANSBAAI, WESTERN CAPE
FOR COMMERCIAL PURPOSES**

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): <i>(refer to page 42 – Form of offer)</i>	R
Signature:	
Date:	

SEPTEMBER 2012

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:	SC 1265/2012		
TENDER TITLE:	SALE OF ERF 109, VAN DYKSBAAI, GANSBAAI, WESTERN CAPE FOR COMMERCIAL PURPOSES		
CLOSING DATE:	2012/11/09	CLOSING TIME:	12H00
BID BOX NO:	6	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:	180	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): <i>(refer to page 41 – Form of offer)</i>	R
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
<ul style="list-style-type: none"> a) Tenders that are deposited in the incorrect box will not be considered. b) Tender box deposit slot is 28cm x 2.5cm. c) Mailed, telegraphic or faxed tenders will not be accepted. d) If the bid is late, it will not be accepted for consideration. e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	ALTA MARAIS
TEL. no	028 313 8956	028 313 8102

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1. TENDER DATA & SPECIFICATIONS

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, 09 November 2012.
9.	Mailed, Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
10.	The tender offer validity period is 180 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, 09 November 2012. 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. SC 1265/2012****SALE OF ERF 109, VAN DYKSBAAI, GANSBAAI, WESTERN CAPE FOR
COMMERCIAL PURPOSES**

Tenders are hereby invited for: **Sale of Erf 109, Perlemoen Street, Van Dyksbaai for Commercial Purposes.**

Tender documents, in English, are obtainable from Friday, 21 September 2012, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8974 from Ms. Anin Moore between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R122.00 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. SC 1265/2012: Sale of Erf 109, Perlemoen Street, Van Dyksbaai for Commercial Purposes**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 6** 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, 09 November 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenders must be valid for 180 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 tender submitted, as it may deem expedient. Tenders are subject to the most recent Supply Chain Management Policy of 2012 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**.

3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

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

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

Full name of member	Residential address	Signature

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

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-Filers 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:				

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 bids³ 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).⁴ 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:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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 consortium⁵ 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			

⁵ 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

NAME OF THE BIDDER: _____

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

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

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

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

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

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

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

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

For office use (comments):



PART B – SPECIFICATIONS AND PRICING SCHEDULE

10. SPECIFICATIONS

SCOPE OF TENDER**1. INTRODUCTION**

- 1.1. The Overstrand Municipality decided to dispose of the property known as Erf 109, Van Dyksbaai, Gansbaai, Western Cape.
- 1.2. The Municipality owns the land which is currently undeveloped. The property is reserved for commercial development in terms of the Greater Van Dyksbaai Spatial Development Plan and was identified suitable for the development of a tourist interpretation centre combined with shops. The proposed development is in line with government policy to maximise under-utilised public property.
- 1.3. 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.
- 1.4. The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.
- 1.5. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy of 2012 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 applicant'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 accepted. Should the successful tenderer 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 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.
- 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.

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

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

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1. Erf no. and size: Erf 109 Van Dyksbaai is $\pm 2397\text{m}^2$ in extent.
- 4.2. Zoning status: The current zoning is Local Business Zone.
- 4.3. The surrounding land uses vary and include Business and Residential use.
- 4.4. The property will be sold as it stands, "voetstoots" and the successful bidder shall be responsible for obtaining the appropriate land use rights in terms of the provisions of the Van Dyksbaai Zoning Scheme Regulations: 2004 as promulgated in terms of the Land Use Planning Ordinance, No. 15 of 1985 by applying at the Town Planning Department of the Overstrand Municipality in the prescribed manner should additional or another land use be required, which approval shall not be unreasonably withheld.

5. DEVELOPMENT PARAMETERS

5.1. Development Directives

Development should comply with the provisions the Van Dyksbaai Zoning Scheme Regulations: 2004 for Local Business Zone as promulgated in terms of the Land Use and Planning Ordinance, No. 15 of 1985. The development must be consistent with the approved zoning

5.2. Non-Developable area.

N/A

5.3. Accesses and Road provision

Developer access to the property will be from Perlemoen Street. See the location map attached per Annexure A.

5.4. Height Restrictions

The height of buildings is limited to 2 storeys and 8,5m as per the definition of height in terms of the Van Dyksbaai Zoning Scheme Regulations: 2004.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

5.5. Not allowed

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

5.6. Parking

All the required parking must be provided on-site. Parking must be provided on the basis of at least 1 (one) parking bay per 25m² of the total floor space to the satisfaction of the Director: Infrastructure and Planning.

6. INFRASTRUCTURE

6.1. The site is not serviced. The successful tenderer must submit an engineering services report with reference to the services required and the capacity thereof within 14 business days of receipt of written notification of acceptance of the offer by the Municipality. Any required upgrades will be for the account of the developer. The development must comply with the conditions as set out in the services report attached per Annexure C. A Service Agreement for all services including water, sewerage, electricity, roads, stormwater and refuse removal services will be finalised by the Manager: Engineering Services.

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

Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This varies from year to year. Bulk Services Levies will be payable before the occupation certificates or the clearance certificate will be issued, whichever is issued earlier.

6.3. All cost for the provision of internal infrastructure is for the developer's account. The Municipality will provide infrastructure up to the entrance of the property.

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 180 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 tenderer submits proof of payment of the tender participation fee and deposit.

7.4. The submission of audited financial statements and/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, "voetstoots", 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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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 180 days calculated from the date of the closing of tenders.

10. VALUE OF THE PROPERTY

The reserve price for the property is R1,025,000.00 (excluding VAT).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. ANNEXURE A – LOCALITY MAP



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

- 3.10.1 Permitted land uses :
- Primary uses* : Shop, offices, tourism business facilities, guest house, flats, dwelling-house
- Consent uses* : Service station, town house, nursery, caretakers dwelling, supermarket, special recreational facilities, tavern, tourism business, place of assembly, residential building,
- 3.10.2 Development rules :
- Floor factor* : at most 1,5
- Coverage* : 100%
- Height* : 6m, calculated as per height definition
- Setback* : ~~at least 6,5m~~ 8,5m. See page 21 par. 5.4 of the tender document.
- Street building line* : zero
- Side building line* : zero, provided that the council may lay down side building lines in the interest of public health or in order to enforce any law or right.
- Parking* : at least one parking bay per 25m² of the total floor space and in the case of a guesthouse, 1 parking bay per guest room.

3.10.3 Additional provisions

- (a) Alternative parking requirements
- (i) As an alternative to the parking requirement referred to in section 3.10.2 the owner may, with the consent of the council, where it is of the opinion that it is undesirable or impractical from a planning point of view to provide the required parking space on the site, acquire the prescribed area of land for the parking facilities concerned elsewhere in a position approved by the council; provided that he shall register a notarial deed against such land to the effect that the council and public shall have free access thereto for the purpose of parking, and the owner shall be bound to level this land and provide it with a permanent surface and maintain it and demarcate it to the satisfaction of the council; the cost of registration of the servitude shall be borne by the owner.
- (ii) As an alternative to section 3.10.3 (a)(i), the owner may, with the consent of the council, pay a cash sum to the council, equal to the development cost of the parking required plus the estimated market value per m² of the land on which the building is erected, multiplied by the area in m² of the land which is required to be provided in terms of section 3.10.2, in which event the council itself shall be responsible for acquiring the

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

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

13. ANNEXURE C – SERVICES REPORT

ANNEXURE

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

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

DENNIS HENDRIKS
MANAGER: PROJECT MANAGEMENT
& DEVELOPMENT CONTROL

27/07/10
DATE



14. ANNEXURE D – DRAFT DEED OF SALE

OVERSTRAND MUNICIPALITY

HNC 11436

DEED OF SALE**ERF 109 VAN DYKSBAAI****±2397M²**

entered into between

OVERSTRAND MUNICIPALITYherein 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

OF _____

(hereinafter called the **PURCHASER**)

OVERSTRAND MUNICIPALITY

HNC 11436

WHEREAS the **SELLER** called for tenders for the sale of Municipal Property, being Erf 109 Van Dyksbaai (hereinafter referred to as "the property") for commercial purposes;

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 109 VAN DYKSBAAI, in the Overstrand Municipality, Division of Caledon, Western Cape Province

EXTENT: 2397 (TWO THOUSAND THREE HUNDRED AND NINETY SEVEN) SQUARE METRES

Held by deed of transfer nr **T40938/94**

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**.

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 within the required 14 (FOURTEEN) business days from date of acceptance of the tender offer as stipulated in the binding tender document.

- 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 "voetstoets", 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 Section 7 of the Land Use Planning Ordinance (Ordinance 15 of 1985 by applying at the Town Planning Department of the Overstrand Municipality in the prescribed manner should additional or another land use be required, which approval shall not be unreasonably withheld.

4. POSSESSION

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

5. RISK

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

6. RATES AND TAXES

- 6.1 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 11.2.

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.

9. BREACH

- 9.1 In the event that the **PURCHASER** fails to comply with any of the provisions and conditions of this agreement by the due date thereof, the **SELLER** reserves the right to either:
- 9.1.1 cancel this agreement and claim against the **PURCHASER** related expenses and damages incurred, or
- 9.1.2 claim immediate fulfilment of such provisions and conditions.
- 9.2 In the event that the **SELLER** fails to comply with any of the provisions and conditions of this agreement by the due date thereof, the **PURCHASER** shall have the right to either:
- 9.2.1 cancel this agreement per registered letter addressed to the **SELLER**, or
- 9.2.2 claim immediate fulfilment of the such provisions and conditions.
- 9.3 At failure of payment of the purchase price or omission of any of the provisions and conditions of this agreement of sale, the **SELLER** may, without forfeiting in terms hereof and/or any other rights he enjoys according to law, take possession of the property and sell it to a third party and shall the **PURCHASER** be liable for any financial loss suffered by the **SELLER** as a result of the sale and shall the **PURCHASER** not be entitled to any financial gain from such sale.

9.4 In the event of breach of contract by the **PURCHASER**, the **PURCHASER** undertakes to pay all attorney-and-own client costs plus VAT, collection commission and tracing costs plus VAT which the **SELLER** may incur in enforcing or cancelling of this sale agreement.

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 within 14 business days of receipt of written notification of acceptance of the tender by the **SELLER**. 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 *. A service agreement for all the services, including water, sewerage, electricity, roads, storm water and refuse removal services will be finalised by the Manager: Engineering Services. The **PURCHASER** must enter into 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 The bulk infrastructure must be constructed by the **PURCHASER**. Bulk infrastructure includes all services excluding the services required for the development itself. 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 before the occupation certificates or the clearance certificate will be issued, whichever is issued earlier.

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 further, at its cost, 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. The **SELLER** will provide infrastructure up to the entrance of the property.

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 All provisions of the deed of sale shall remain in effect unless amended in writing and signed by both parties represented herein.
- 11.5 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 11.6 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.
- 11.7 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.

12. SPECIAL CONDITIONS

- 12.1 Access to the property shall be from Perlemoen Street.
- 12.2 The development on the property must comply with the provisions of the Van Dyksbaai Zoning Scheme Regulations for Local Business Zone as promulgated in terms of the Land Use Planning Ordinance, No 15 of 1985,

- 12.3 The property may only be used for General Business Zone II with primary use as a block of flats, residential buildings, office buildings and parking garages, **which condition will be registered against the title deed of the property as a condition imposed by the Overstrand Municipality.**
- 12.4 The height of the buildings is limited to 2 storeys and 8.5m as per the definition of height in terms of the Van Dyksbaai Zoning Scheme regulations: 2004.
- 12.5 All the required parking must be provided on-site. Parking must be provided on the basis of at least one parking bay per 25m² of the total floor space to the satisfaction of the Director: Infrastructure and Planning.
- 12.6 This approval does not absolve the applicant from compliance with any other relevant legislation.
- 12.7 Should the **PURCHASER** not complete the construction of the proposed building on the property and obtain an occupation certificate within a period of 2 (TWO) years from date of the registration of transfer of the property, ownership of the property shall revert back to the **SELLER** and the **PURCHASER**, or its successors in title, shall
- 12.7.1 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
- 12.7.2 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
- 12.7.3 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**,
- which time period of 2 (TWO) years stipulated above, may on 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 unreasonably withheld,

and these conditions shall be registered against the title deed of the property as a condition imposed by the Overstrand Municipality.



13. SARS DECLARATION

13.1 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**.

14. SUSPENSIVE CONDITIONS

14.1 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**.

14.2 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**



OVERSTRAND MUNICIPALITY

HNC 11436

SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

On behalf of the PURCHASER

DRAFT

OVERSTRAND MUNICIPALITY

HNC 11436

SCHEDULE 1

SELLER	OVERSTRAND MUNICIPALITY
Address	Municipal Offices, Magnolia Avenue, Hermanus. P.O. Box 20, Hermanus, 7200.
Contact Numbers	
Tel	028 313 8000
Fax	028 312 1894
Email	enquiries@overstrand.gov.za
Tender number	
Bid Adjudication minutes	
Council Decision	
PURCHASER	
Address	
Contact Numbers	
Tel	
Fax	
Email	
Property Description	Erf 109 Van Dyksbaai, approximately 2397m ² in extent, in the Overstrand Municipality, Division of Caledon, Western Cape Province.
Purchase Amount	

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 ERF 109, VAN DYKSBAAI, GANSBAAI, WESTERN CAPE FOR COMMERCIAL PURPOSES

The tenderer, 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 Immovable 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 tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities as described in the tender document including compliance with all its terms and conditions according to their true intent and meaning.

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS:	
Tendered Purchase Price for ERF 109 Van Dyksbaai, 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 tenderer before the end of the period of validity stated in the tender data.

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



2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Municipality identified below, accepts the tenderer's offer. Acceptance of the tenderer's offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this agreement, 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 tenderer 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 two weeks after receiving a completed signed copy of this agreement, including the schedule of deviations (if any), arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the agreement. Failure to fulfil 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 and is binding between the parties on the date of dispatch of one fully completed copy of this document to the tenderer, 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 Principles

4. 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.”