



TENDER NO.: SC1475/2014

SALE OF

(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE

OR

(B) ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE

TENDER DOCUMENT

Name of Tenderer:	
Contact Person:	
Contact Number:	
Total Bid Price (Exclusive of VAT): <i>(refer to page 50– Form of offer)</i>	A: ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE
	R
Total Bid Price (Exclusive of VAT): <i>(refer to page 50– Form of offer)</i>	B: ERF 2837 SANDBAAI FOR A RETIREMENT VILLAGE
	R
Signature:	
Date:	

MAY 2014

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Overstrand Municipality
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Ms. Anja Kotze
Manager: Property Admin
Tel. Number: 028 313 8938

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:	SC1475/2014		
TENDER TITLE:	SALE OF (A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE; OR (B) ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE		
CLOSING DATE:	2014/06/27	CLOSING TIME:	12H00
BID BOX NO:	4	Situating 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:	60	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 50- Form of offer)</i>	A: ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE		
	R		
Total Bid Price (EXCLUSIVE of VAT): <i>(refer to page 50- Form of offer)</i>	B: ERF 2837 SANDBAAI FOR A RETIREMENT VILLAGE		
	R		
DATE:			
SIGNATURE OF TENDERER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			

PLEASE NOTE:

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

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	BLAKE D'OLIVEIRA	ANJA KOTZE
TEL. no	028 313 5016	028 313 8938

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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 Kotze upon request addressed to akotze@overstrand.gov.za
2.	The OWNER of the property is the Overstrand Municipality.
3.	The owner's representative is: Name: Ms A KOTZE Address: Directorate: Infrastructure & Planning PO Box 20 Magnolia Avenue Hermanus, 7200 Tel: 028 313 8900 Fax: 028 313 2093 E-mail: akotze@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, 27 June 2014
9.	Mailed, Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
10.	The tender offer validity period is 60 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 27 June 2014 VENUE: Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus. Tenders will be opened immediately after the closing time for tenders at 12h00.



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

2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. SC1475/2014

SALE OF:

- A: THE REMAINDER OF ERF 2834 INCLUDING ERF 2837 SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE; OR**
B: ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE

Tenders are hereby invited for the sale of either:

A: The remainder of Erf 2834 including Erf 2837 Sandbaai, Hermanus, for mixed residential development as well as a retirement village; OR

B: Erf 2837 Sandbaai, Hermanus, for a retirement village.

Tender documents, in English, are obtainable from **Friday, 16 May 2014**, the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms Rita Neethling between 08h30 and 15h30, upon payment of a **tender participation fee of R130.00** per set. Alternatively the documents can be downloaded free of charge from the website: www.overstrand.gov.za

Sealed tenders, with “**Tender No. SC1475/2014: Sale of (A): The Remainder Of Erf 2834 Including Erf 2837 Sandbaai, Hermanus, for mixed residential development as well as a Retirement Village Or (B): Erf 2837 Sandbaai, Hermanus, For A Retirement Village**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is **on Friday, 27 June 2014 at 12h00** and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for 60 days after the closing date.

The Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Tenders are subject to the most recent Supply Chain Management Policy, and the Administration of Immovable Property Policy of Overstrand Municipality as amended, approved and adopted by Council.

Please refer enquiries to Ms **A Kotze** at telephone number: **028 313 8938**.

3. AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising 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**

- b. In the case of a **CLOSE CORPORATION (CC)** 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.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?		YES	NO

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

3. PARTNERSHIP

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

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

Full name of partner	Signature

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

4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
 _____ authorized signatory of the Company/Close Corporation/Partnership
 (name) _____, acting in the capacity of lead
 partner, to sign all documents in connection with the tender offer and any contract resulting from it on our
 behalf.

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

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

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

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

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

5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za



6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

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

¹ MSCM Regulations: "in the service of the state" means to be –

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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



7. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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



8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Chain Management Regulation 38 prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

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

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - f) prices;
 - g) geographical area where product or service will be rendered (market allocation)
 - h) methods, factors or formulas used to calculate prices;
 - i) the intention or decision to submit or not to submit, a bid;
 - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - k) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁶ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

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

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

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

Signature	Position	Date

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



10. SPECIFICATIONS

SCOPE OF TENDER

1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to dispose of the properties known as (A): The remainder of Erf 2834 (excluding Erf 2836 and including Erf 2837) Sandbaai **OR** (B): Erf 2837 Sandbaai. The Municipality owns the land. **Bidders are invited to tender for either of the properties. The form of offer on page 50 should clearly indicate which property is being tendered for.**
- 1.2. **The Municipality will give preference to offers received for Erf 2834 (excluding Erf 2836 and including Erf 2837). Should no response or acceptable offers be received for the remainder of Erf 2834 the Municipality will consider offers for the sale of Erf 2837 (the Retirement Village).**
- 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 2013 and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality, as amended, approved and adopted by Council.

2. THE TENDER PROCESS

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

- 2.1. The submission of a tender price as well as information regarding the source of funds and the financial offer made must be clearly set out in the bidder's submission as per the requirements set out in **Paragraph 7 – Submission Requirements and Evaluation**, of this document.
- 2.2. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee.
- 2.3. Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Furthermore the Municipality reserves the right to award to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property to all people of the Western Cape Province in particular, and RSA in general.
- 2.4. The Municipality may wish to interview prospective organisations or individuals prior to awarding the tender to any bidder.
- 2.5. The decision of the Municipality will be final.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 2.6. A Deed of Sale similar to the one attached, as per Annexure **F** to the tender documentation, will be entered into with the successful bidder as soon as possible after the tender has been awarded. Should the successful bidder fail or neglect to conclude the Deed of Sale with the Municipality within the time period specified by the Municipality in writing, the terms and conditions of this tender and the policies referred to and this agreement shall be binding on both parties and enforceable by them.
- 2.7. Payment of 10% (ten percent) of the agreed purchase price is required and payable within 7 business days from date of receipt of written notification of acceptance of the offer by the Municipality. The successful bidder shall be obliged further to furnish the Municipality within 14 days from date 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 (no 56 of 2003) and the Deed of Sale have been signed. It must be noted that the successful bidder will be liable for the costs of the required advertisement, placed in terms of section 14 of the Local Government: Municipal Finance Management Act (no 56 of 2003).

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

- 3.1. The sites are located between Sandbaai and Onrus River on the Sandbaai Commonage surrounding the newly developed Curro School. (See Annexure **A**).
- 3.2. The sites are known as
- (A): Erf 2834 (excluding Erf 2836 and including Erf 2837) Sandbaai may be used for a mixed residential development as well as a retirement village; and
- (B): Erf 2837 Sandbaai may be used as a retirement village.
- 3.3. The development must protect and enhance the sensitive river area and accommodate its role as a sensitive ecological corridor.
- 3.4. **Bidders may submit tenders for either of the properties.** The form of offer on page 50 should clearly indicate the property being tendered for.

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1. Erf no. and size: (A): The remainder of Erf 2834 (excluding Erf 2836 and including Erf 2837) Sandbaai is $\pm 39,4905$ ha in extent, and
- (B): Erf 2837 Sandbaai is $\pm 14,3802$ ha in extent

Diagrams of the properties are attached per Annexure **B**.

- 4.2. Zoning status: Tender (A): the remainder of Erf 2834 is zoned Residential Zone I, II and III including Single Residential, Group Housing and Duplex Townhouses, Business, Public Open Spaces and Roads. See the development plan attached as per Annexure **C**.

Tender (B): Erf 2837 Sandbaai is zoned for a Retirement Village including Residential Zone I, II and III, Open Space II and Private Road. A site development plan for the portion indicated as Residential Units (Erf 223) and Apartments/Frail Care/Service Centre (Erf 224) must be submitted for the approval. See the development plan attached as per Annexure **C**. This can be submitted after the tender has been awarded.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



The surrounding land uses vary and include Agricultural Zone I, Residential, Resort and Institutional.

- 4.3. The property will be sold as it stands, “voetstoots” and the successful bidder shall be responsible for obtaining the necessary development rights in terms of the applicable legislation.

5. DEVELOPMENT PARAMETERS

5.1. Development Directives

Development should comply with the provisions of the applicable Scheme Regulations for the approved zonings as promulgated in terms of the Land Use Planning Ordinance, No. 15 of 1985. The development must be in accordance with the approved zoning and subdivision indicated on the development plan as per attached Annexure C. A copy of which can be obtained from the Town Planning Department, Hermanus Administration.

Tender (A): the remainder of Erf 2834 is zoned Residential Zone I, II and III including Single Residential, Group Housing and Duplex Townhouses, Business, Public Open Spaces and Roads. See the development plan attached as per Annexure C.

Tender (B): Erf 2837 Sandbaai is zoned for a Retirement Village including Residential Zone I, Residential Zone II, Residential Zone III, Open Space II and Private Road. A site development plan for the portion indicated as Residential Units (Erf 223) and Apartments/Frail Care/Service Centre (Erf 224) must be submitted for the approval. This can be submitted after the tender has been awarded.

5.2. Non-Developable area.

The open space area between the development and the river must be rehabilitated and landscaped as part of the development proposal at the cost of the developer

5.3. Accesses and Road provision

The developer access to the property will be from such roads that have been approved by the Director: Infrastructure and Planning. See the map attached per Annexure A.

5.4. Height Restrictions

As per the relevant zoning in terms of the applicable zoning scheme regulations.

5.5. Not Allowed

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

5.6. Allowed Uses

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

5.7. Parking

As per the requirements of the applicable zoning scheme regulations.

5.8. Coverage:

As per the requirements of the applicable zoning scheme regulations.

6. INFRASTRUCTURE

- 6.1. A Service Agreement for all services including water, sewerage, electricity, roads, storm water and refuse removal services will be finalized with the Manager: Engineering Services after the offer has been accepted. The development must comply with the conditions as set out in the services report attached per Annexure E.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

6.2. Bulk Infrastructure

To be provided in accordance with Annexure E.

6.3. Internal Infrastructure

All internal infrastructure to be provided in accordance with Annexure E.

6.4. Roads

Tender (A): The developer must construct the road linking a bridge crossing the river with Sandbaai. See the development plan attached per Annexure C. Access to Habonim Resort must be provided from End Street.

Tender (B): The developer must construct the road linking to End Street. See the development plan attached per Annexure C.

6.5. The developer, at his cost, must construct the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be provided.

6.6. Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This fee varies from year to year. Bulk Services Levies will be payable together with the building plan approval fee.

7. SUBMISSION REQUIREMENTS AND EVALUATION

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

1.1. The submission and purchase price offered must be submitted in a sealed envelope and endorsed "**TENDER NO.: SC1475/2014 SALE OF (A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE OR (B) ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE**". It must be deposited in **Tender Box No.4** in the foyer of the Municipal Offices, Magnolia Avenue, Hermanus, before **12:00 noon on 27 June 2014**. Proposals which are not submitted in a sealed envelope or proposals received after closing time and date will not be considered.

1.2. **The bidders are required to submit a tender deposit of ten thousand rand (R10 000) on submission of the tender.** This amount must be in the form of a bank guaranteed payment (only guarantee by an accredited financial institution) in favour of the Overstrand Municipality and valid for 60 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.

1.3. Tender offers will only be accepted if the bidder submits proof of payment of the tender participation fee and deposit.

1.4. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2. 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 the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.

3. ACCEPTANCE

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

4. VALUE OF THE PROPERTY

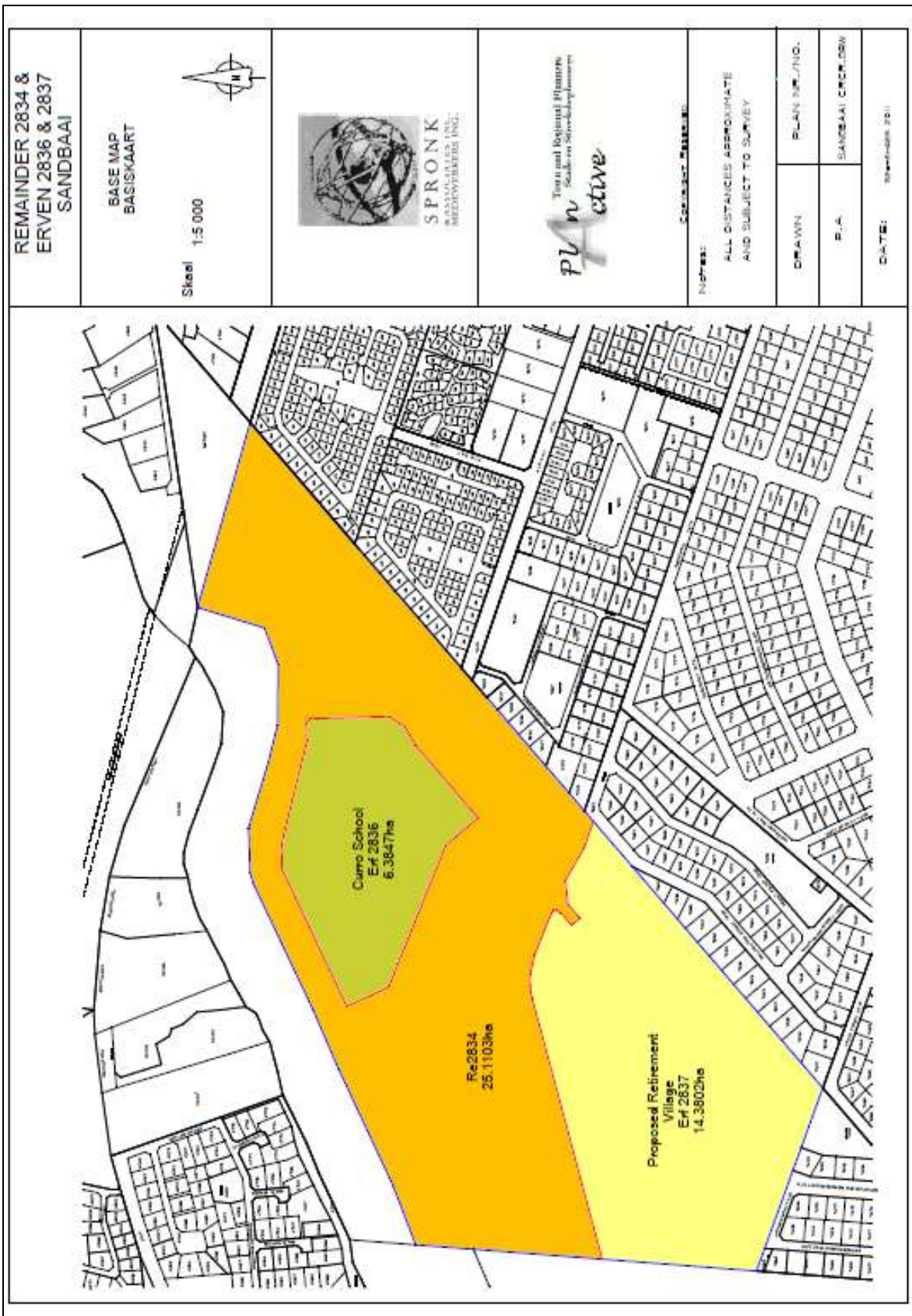
The indicative values of the properties are as follows:

Tender (A): R39,500,000 (excluding VAT).

Tender (B): R15,500,000 (excluding VAT).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. ANNEXURE A – LOCALITY MAP



12. ANNEXURE B – DIAGRAMS

OFFICE COPY

	SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X		S.G. No. 2207/2009 Approved <i>[Signature]</i> for <i>2009.05.22</i> SURVEYOR- GENERAL Sheet 1 of 2 sheets
		Constants:			
AB	85,54	249 16 10	A	-16 939,39	+3 809 539,52
BC	174,87	245 04 40	B	-17 019,39	+3 809 509,24
CD	86,86	246 50 30	C	-17 177,97	+3 809 435,55
DE	190,57	244 48 40	D	-17 257,83	+3 809 401,39
EF	14,37	253 17 40	E	-17 430,28	+3 809 320,28
FG	61,11	268 07 30	F	-17 444,04	+3 809 316,15
GH	93,57	286 40 10	G	-17 505,12	+3 809 314,15
HJ	51,12	283 42 10	H	-17 594,76	+3 809 340,99
JK	82,65	270 38 20	J	-17 644,43	+3 809 353,10
KL	52,54	249 31 20	K	-17 727,07	+3 809 354,02
LM	94,63	197 10 20	L	-17 776,29	+3 809 335,64
MN	261,27	285 48 10	M	-17 804,23	+3 809 245,23
NP	693,73	49 29 20	N	-18 055,63	+3 809 316,38
PQ	494,64	49 28 50	P	-17 528,21	+3 809 767,03
QR	263,94	109 20 48 20	Q	-17 152,19	+3 810 088,39
RA	460,81	184 25 20	R	-16 903,86	+3 809 998,96
		Mudge Point (31)	▲	-13 686,63	+3 807 840,96
		Onrust (207)	▲	-17 112,01	+3 807 799,54

kw

Beacon Descriptions
R - 16mm iron peg
All others - 12mm iron peg

The figure **ABCDEFGHIJKLMNPQR**
represents 45,8752 hectares of land being
ERF 2834 A PORTION OF ERF 1291 SANDBAAL

Situate in Overstrand Municipality
Administrative District of Caledon
Province of Western Cape
Surveyed in April 2009 by me

[Signature]
NA Clark
Professional Land Surveyor
Registration Number PLS 1072

This diagram is annexed to No. T.10624/2011 d.d.: i.f.o. Registrar of Deeds	The original diagram is S.G. No. 3745/1933 Transfer 1935.164.8196 Grant :	File : S/10350/5/14 V1 S.R. : 858/2009 Comp. AI-3CB/Y31(445) AI-3CB/Y32(446) AI-3CB/X34(440) LPI C0130020
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EXEMPT FROM PROVISIONS OF ACT
70 OF 1970
SECTION **1 (e)**

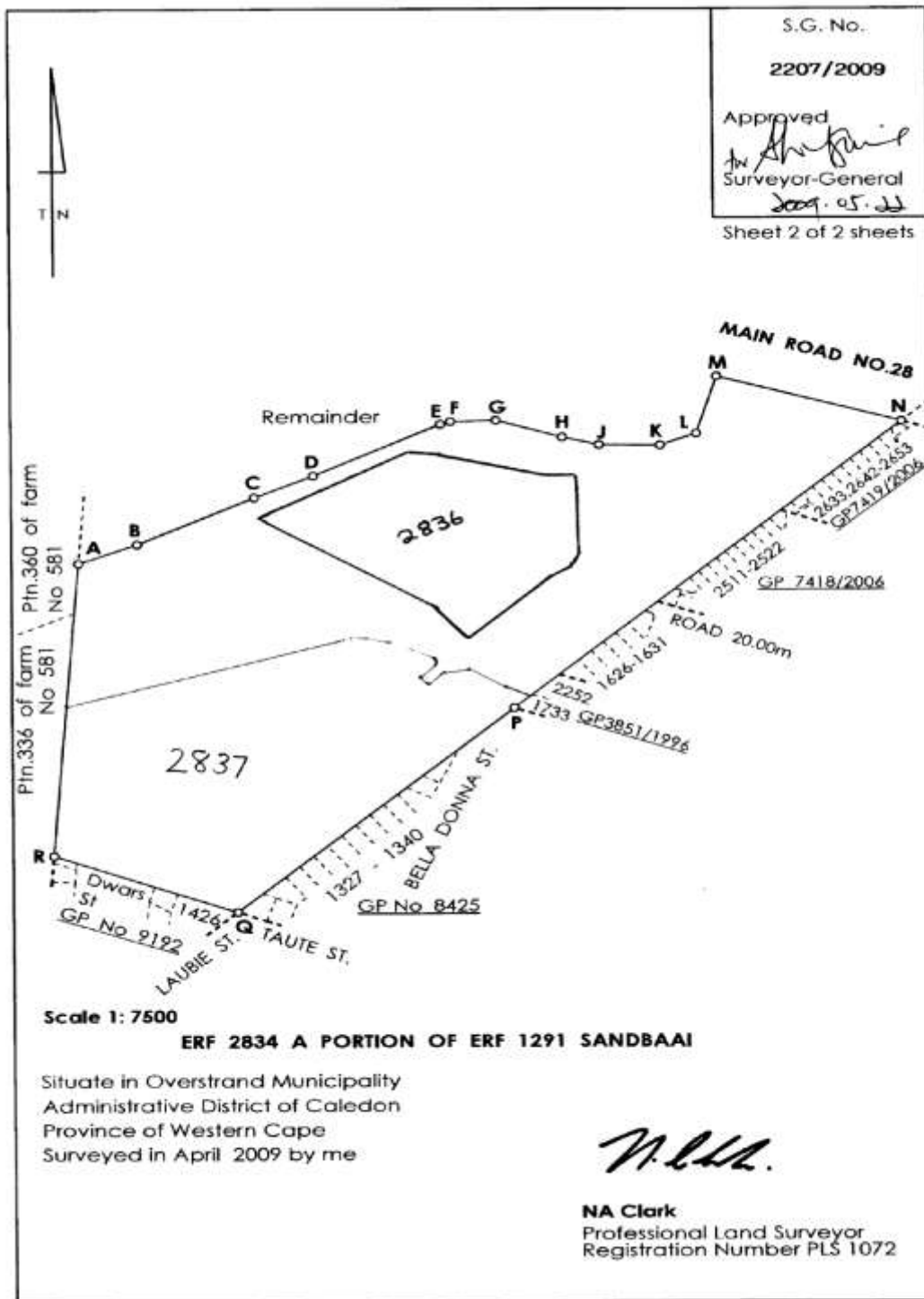
APPROVE
REF **7/2/3/2 - Sandbaal Meent**
DATE **2 APRIL 2009**

FOR INFORMATION
SEE BACK OF DIAGRAM

Erf 2834 SANDBAAL





OFFICE COPY



S

Erf 2834 SANDBAAI

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR GENERAL
 30 JUN 2011
 DATE

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES		S.G. No. 1899/2011		
		Y	X			
	Constants:	± 0,00	± 0,00	Approved		
AB	367,71	255 02 30	A	-16 919,95	+3809 790,95	 for SURVEYOR- GENERAL Jan. 29, 2011
BC	14,48	260 37 20	B	-17 275,20	+3809 696,04	
CD	16,44	270 12 30	C	-17 289,49	+3809 693,68	
DE	28,03	282 34 10	D	-17 305,93	+3809 693,74	
EF	59,07	291 48 50	E	-17 333,29	+3809 699,84	
FG	5,93	306 30 10	F	-17 388,13	+3809 721,79	
GH	4,03	357 52 10	G	-17 392,90	+3809 725,32	
HJ	6,32	26 24 10	H	-17 393,05	+3809 729,35	
JK	22,46	49 28 40	J	-17 390,24	+3809 735,01	
KL	14,74	319 25 40	K	-17 373,17	+3809 749,60	
LM	24,80	229 28 50	L	-17 382,76	+3809 760,80	
MN	32,50	263 48 00	M	-17 401,61	+3809 744,69	
NP	51,10	300 01 40	N	-17 433,92	+3809 741,18	
PQ	38,12	288 39 00	P	-17 478,16	+3809 766,75	
QR	476,31	49 28 50	Q	-17 514,28	+3809 778,94	
RS	263,94	109 48 20	R	-17 152,19	+3810 088,39	
SA	208,63	184 25 20	S	-16 903,86	+3809 998,96	
		40AC19	⊕	-17 358,39	+3809 101,12	
		41AC19	⊕	-17 582,02	+3809 160,59	
Description of Beacons A,B,C,D,E,F,G,H,J,K,L,M,N,P,Q,R : 12mm Round Iron Peg S : 16 mm iron peg						
Sheet 1 of 2 sheets						
The figure A B C D E F G H J K L M N P Q R S represents 14,3802 hectares of land being <u>ERF 2837 (A PORTION OF ERF 2834) SANDBAAI</u> situate in the Overstrand Municipality Administrative District of Caledon Province of Western Cape						
Surveyed in May 2011 by me			P.F.Spronk Professional Land Surveyor Registration Number PLS-0779 			
This diagram is annexed to No. d.d. i.f.o. Registrar of Deeds		The original diagram is S.G. No.2207/2009 Transfer 2011. .10624 Grant		File S/10350/5/14 V1 S.R. 744/2011 G.P. Comp. AI-3CB/Y32(446) AI-3CB/Y31(445) LPI CO130020		

ERF 2837 SANDBAAI



CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE 30 JUN 2011

ERF 2837 (A PORTION OF ERF 2834) SANDBAAI

situate in the Overstrand Municipality
 Administrative District of Caledon
 Province of Western Cape

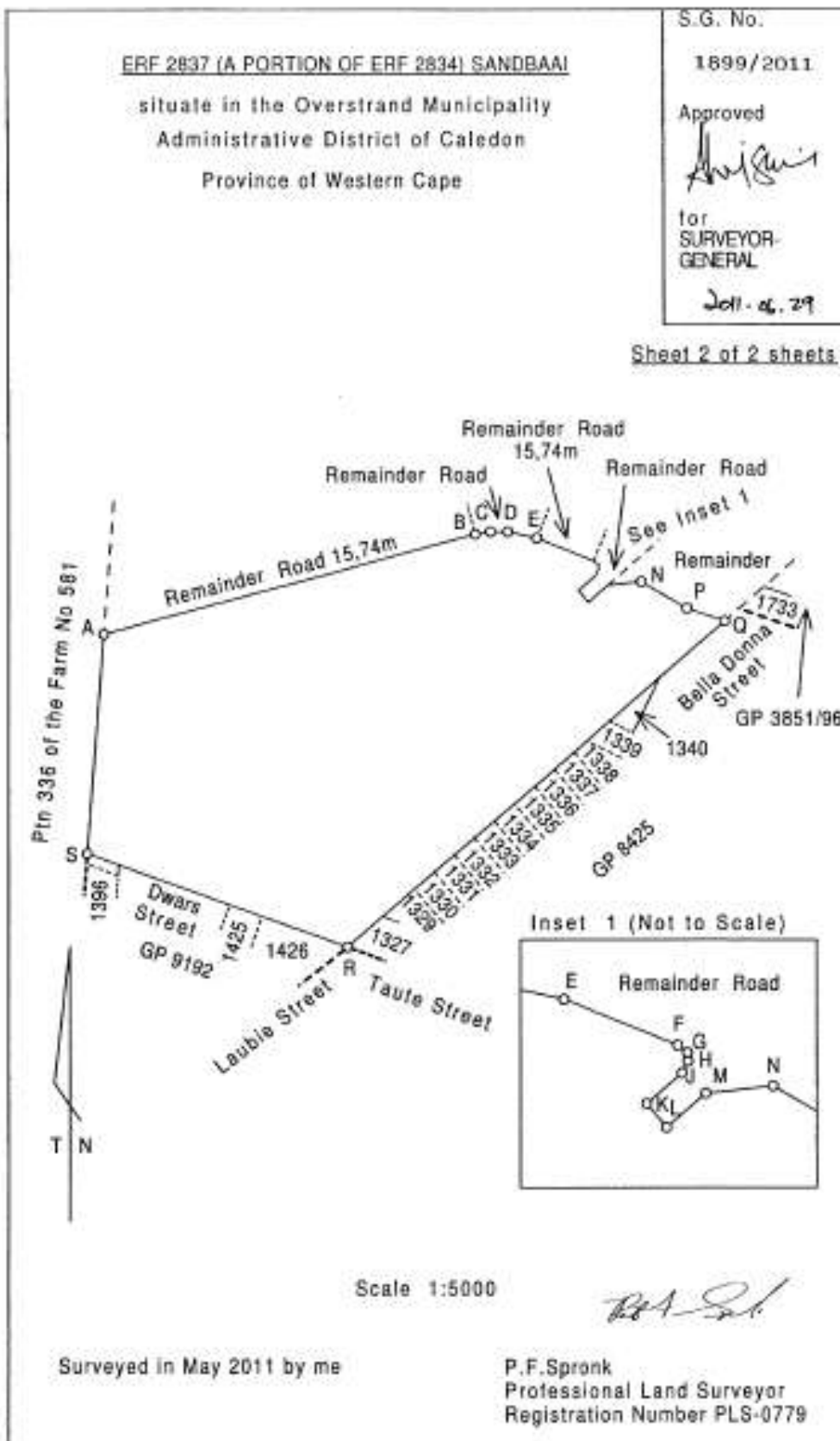
S.G. No.
 1899/2011

Approved
[Signature]
 for
 SURVEYOR-GENERAL
 2011-06-29

Sheet 2 of 2 sheets

EXEMPT FROM PROVISIONS OF ACT
 70 OF 1970
 SECTION 1(g)

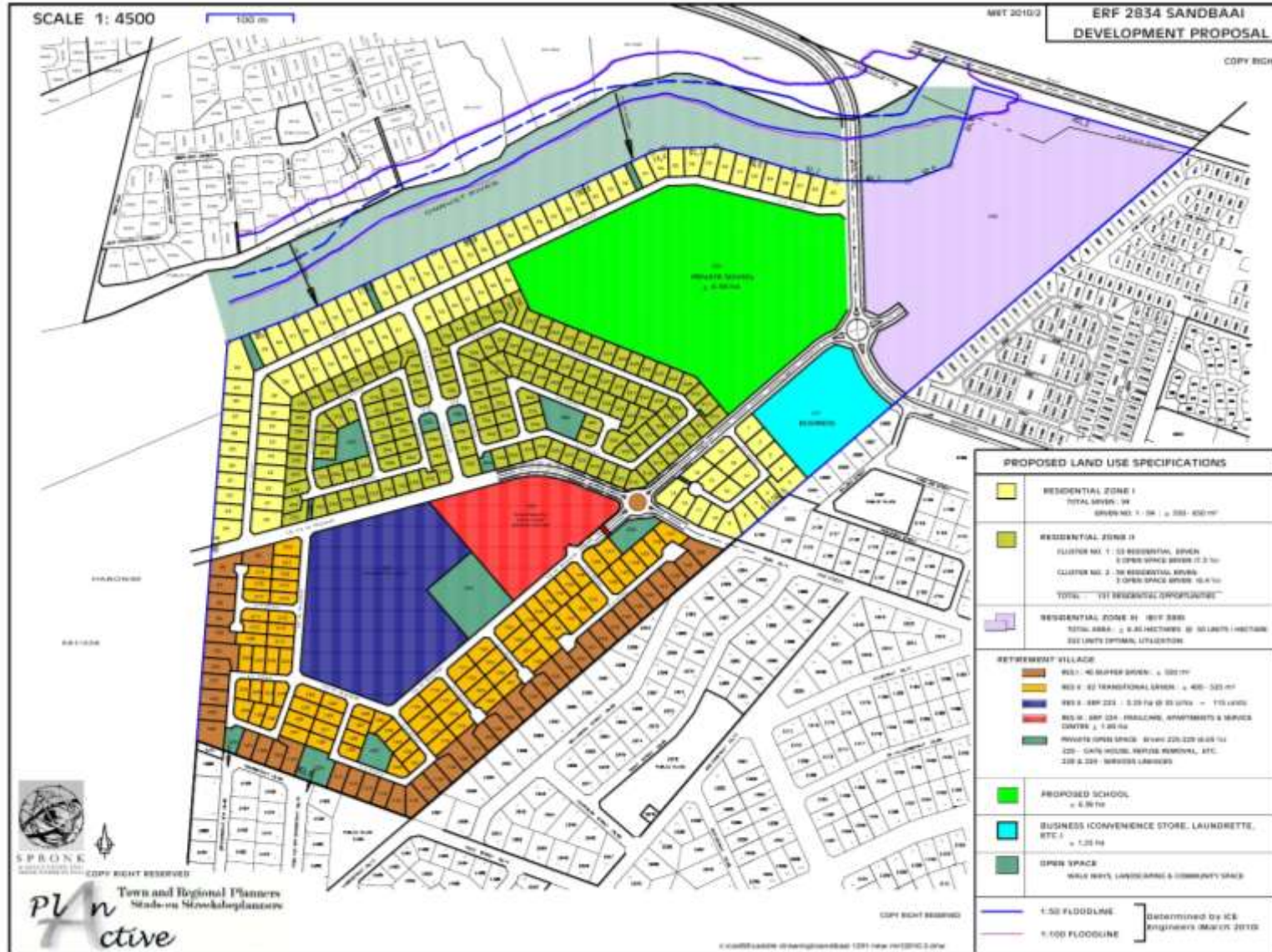
APPROVED IN TERMS OF SECT. 85
 OF ORD. 15/1985
 REF. HSB ACT REG. 0024
 DATE 08/03/2010



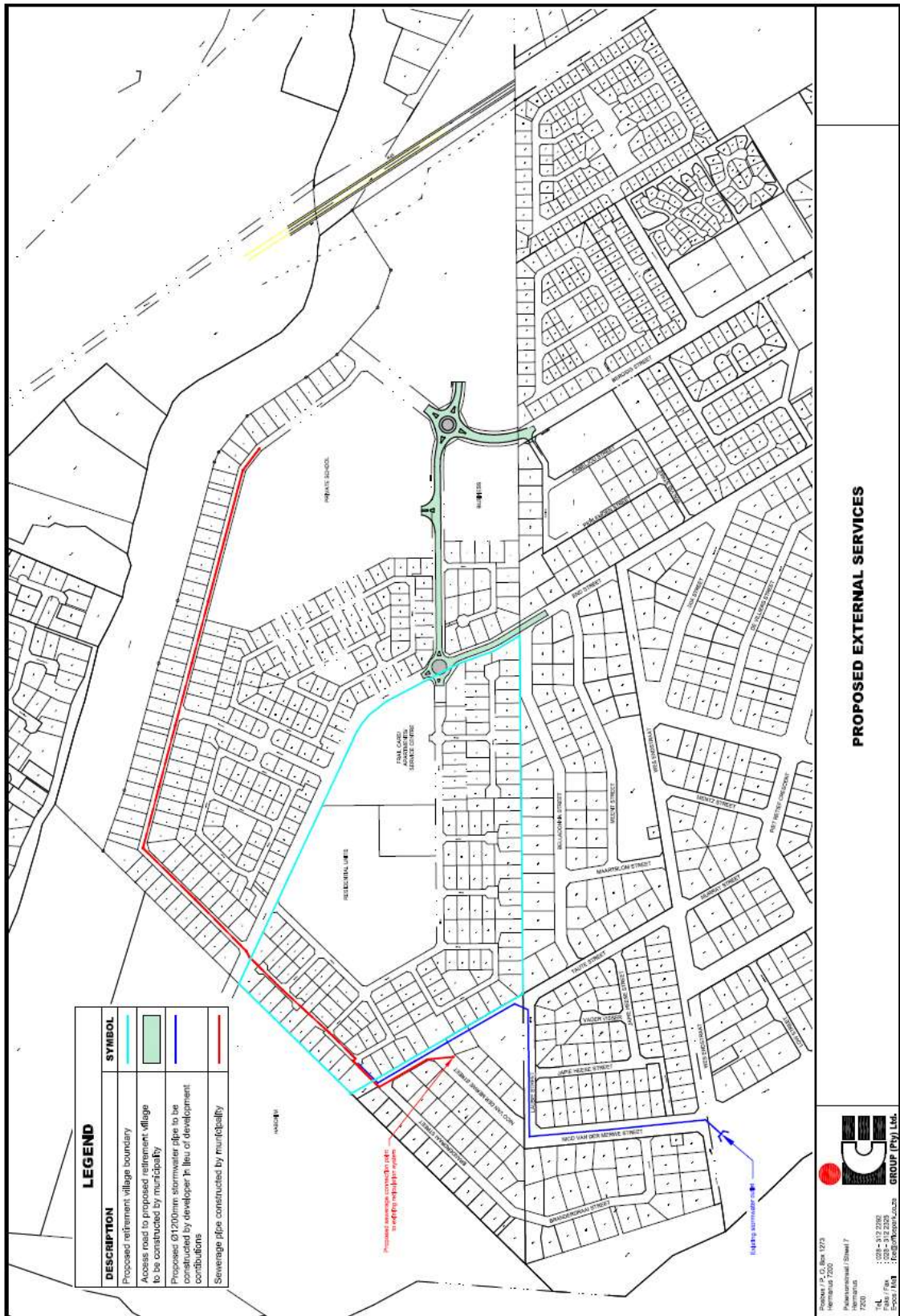
ERF 2837 SANDBAAI



13. ANNEXURE C – DEVELOPMENT PLAN



14. ANNEXURE D – EXTERNAL SERVICES PLAN



15. ANNEXURE E – SERVICES REPORT

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:
APPLICATION FOR SUBDIVISION & REZONING: ERF 2834, SANDBAAI**

Water	:	According to CES Report
Sewer	:	According to CES Report
Roads and traffic	:	According to the TIA report by ICE Group
Stormwater (SW)	:	According to the master plan
Electricity	:	See conditions 23 & 24

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.

The contribution according to the current policy (2013/2014) is as follows:

Res Zone I			
Water (W7A)	R 21 910.00	x 97 =	R 2 125 270.00
Sewerage (SEW5A)	R 17 585.00	x 97 =	R 1 705 745.00
Roads & SW(RDST1)	R 5 730.00	x 97 =	R 555 810.00
Subtotal			<u>R 4 386 825.00</u>

2

RES ZONE II		
Water (W7A)	R 21 910.00 x 160 =	R 3 505 600.00
Sewerage (SEW5A)	R 17 585.00 x 160 =	R 2 813 600.00
Roads & SW(RDST1)	R 5 730.00 x 160 =	R 916 800.00
SUBTOTAL (inclusive of VAT)	=	<u>R 7 236 000.00</u>
Water (W7C)	R 21 910.00 x .75 x 295 =	R 4 847 587.50
Sewerage (SEW5C)	R 17 585.00 x .75 x 295 =	R 3 890 681.25
Roads & SW(RDST3)	R 5 730.00 x .75 x 295 =	R 1 267 762.50
SUBTOTAL (inclusive of VAT)	=	<u>R10 006 031.25</u>
Water (W7A)	R 21 910.00 x 128 =	R 2 804 480.00
Sewerage (SEW5A)	R 17 585.00 x 128 =	R 2 250 880.00
Roads & SW(RDST1)	R 5 730.00 x 128 =	R 733 440.00
SUBTOTAL (inclusive of VAT)	=	<u>R 5 788 800.00</u>
Water (W7B)	R 21 910.00 x .50 x 115 =	R1 259 825.00
Sewerage (SEW5B)	R 17 585.00 x .50 x 115 =	R1 011 137.50
Roads & SW(RDST2)	R 5 730.00 x .50 x 115 =	R 329 475.00
SUBTOTAL (inclusive of VAT)	=	<u>R2 600 437.50</u>

Note:

- 1.1 The above figures are estimates
2. 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;
 - 2.1 the Director: Infrastructure and Planning may require the developer to construct internal, link, and/or bulk municipal services to a higher capacity than warranted by the development for purposes of allowing other existing or future developments to also utilise such services, provided;
 - 2.2 the rates and prices of such work be established in terms of a system which is fair, equitable, transparent and cost effective;
 - 2.3 if link municipal services have already been provided, the developer to contribute towards the cost thereof, the Director: Infrastructure and Planning to determine the amount of such contribution in terms of a system which is fair and equitable;
3. that servitudes for municipal services be registered in favour of the Council at the developer's cost in respect of all main services to be taken over by the Council and all existing municipal services concerned crossing private property;

4. that 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:
 - 4.1 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;
 - 4.2 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;
 - 4.3 the insurance to be to an amount which shall not be less than that required by the SAACE;
 - 4.4 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;
5. 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:
 - 5.1 way-leaves must be obtained from the Operational Manager;
 - 5.2 such way-leaves to be obtained prior to any excavation on public property or property where existing services are located;
6. 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:
 - 6.1 such costs to be established in accordance with a system which is fair, equitable, transparent, competitive and cost effective;
 - 6.2 such costs shall be set-off against (part or full) development contributions payable in respect of engineering services;
 - 6.3 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;

7. 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;
8. 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;
9. 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;
10. 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
11. 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;
12. 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;
13. that the above stormwater management plan include the following:
 - 13.1 pre-development run-off from the catchment area;
 - 13.2 post-development run-off from catchment area;
 - 13.3 existing stormwater reticulation system and the capacity thereof;
 - 13.4 connection of internal stormwater reticulation system;
 - 13.5 overland escape routes

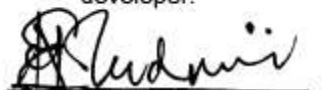
14. that the connection to the stormwater reticulation system be provided according to the stormwater management plan, by the developer at his cost and approved by Overstrand Municipality;
15. that all municipal civil and electrical services installed or constructed by the developer, be maintained after 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 Home Owners Association be responsible for the operational costs and maintenance of street lighting, electrical reticulation and metering and all internal services;
19. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;
20. 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;
21. that the refuse room be completed prior to occupation of the first unit, to the satisfaction of the Director: Infrastructure and Planning;
22. that the electricity reticulation and supply be provided according to the master plan by the developer;
23. that only the proposed School site and GAP house electricity demand could be met according to the report from messers Netgroup, but it

6

- remains the responsibility of the developer to 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;
24. 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;
 25. that the developer will be responsible for the payment of electricity bulk contributions and that the bulk contribution be determined during the compilation of the services agreement;
 26. that the water distribution system be implemented according to the report by messers CES Consulting Engineers at the developer's cost;
 26. that 55m x 250mm diameter parallel reinforcement water pipe be provided at the R43 crossing, at the developer's cost;
 27. that 260m x 160mm diameter parallel reinforcement water pipe be provided in Sandbaai Main Road, at the developer's cost;
 28. that the 247m x 160mm diameter water pipe be provided adjacent to the R43 at the developer's cost;
 29. that additional reservoir capacity be provided according to the report by messers GLS Consulting Engineers at the developer's cost;
 30. that the proposed sewerage reticulation system be connected to the existing gravity small bore system in Nico Van Der Merwe Street;
 31. that the existing Sandbaai pump station, PS2, be upgraded to accommodate the additional flow, at the developer's cost;
 32. that the developer apply for a temporary water connection at Overstrand Municipality's Finance Department, before commencement of construction;
 33. that the developer apply for a bulk water connection on the prescribed application form, at Overstrand Municipality's Finance Department and that the installation of the bulk water meter, by the developer, be done under the supervision of the Operational Manager, Hermanus;
 34. that the connection to the main water line only be done by the Operational Department, after payment of the connection fee, by the developer;

7

35. 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

1/10/2013
 DATE



16. ANNEXURE F – DEED OF SALE

OVERSTRAND MUNICIPALITY

HSB 2834 or 2837

DEED OF SALE

(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE

OR

(B) ERF 2837 SANDBAAI FOR A RETIREMENT VILLAGE

entered into between

OVERSTRAND MUNICIPALITY

herein represented by COENRAAD CORNELIUS GROENEWALD
in his capacity as Municipal Manager
(hereinafter called the SELLER)

and

_____ herein represented by _____
in his capacity as _____, being duly authorised hereto
by a resolution taken by the _____ as attached hereto per Annexure A
OF _____
(hereinafter called the PURCHASER)

OVERSTRAND MUNICIPALITY

HSB 2834 or 2837

WHEREAS the **SELLER** called for tenders for the sale of Municipal Property, being (A) The remainder of Erf 2834 (excluding Erf 2836 and including Erf 2837) Sandbaai for Mixed Residential Development as well as a Retirement Village or (B) Erf 2837 Sandbaai for a Retirement Village (hereinafter referred to as "the property");

AND WHEREAS the Bid Adjudication Committee resolved on _____ (date) that the tender be awarded to the **PURCHASER** the minutes of which is attached per Annexure **B** (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:

(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE, in the Overstrand Municipality, Division of Caledon, Western Cape Province

EXTENT: ±39,4905 (THIRTY NINE COMMA FOUR NINE ZERO FIVE) HECTARES

As indicated on diagram nr SG2207/2009 (Attached hereto as per Annexure C)

OR

(B) ERF 2837 SANDBAAI FOR A RETIREMENT VILLAGE, in the Overstrand Municipality, Division of Caledon, Western Cape Province

EXTENT: ±14,3802HA (FOURTEEN COMMA THREE EIGHT ZERO TWO) HECTARES

As indicated on diagram nr SG1899/2011 (Attached hereto as per Annexure C)

2. PURCHASE PRICE

2.1 The purchase price is the sum of [sum] (VAT excluded).

2.2 It is placed on record that the **PURCHASER** has in terms of the accepted and binding tender document paid the required deposit amount equal to 10% of the full purchase price to 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** will furnish 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, which guarantee has been requested.

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 relevant scheme regulations 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.

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.
- 6.2 It is placed on record that the **PURCHASER** shall arrange for the prospective owners of the individual erven within the development to assume responsibility for the rates, taxes and service charges in respect of the individual erven on date of registration of the transfers of the erven into their respective names.

7. TRANSFER

- 7.1 Transfer shall be passed by the **SELLER's** attorneys, Van Dyk Loots in Hermanus, as soon as possible after fulfilment of the suspensive condition contained in this agreement.
- 7.2 The **PURCHASER** shall within 10 (TEN) business days of being requested by the transferring attorneys to do so, sign the transfer documents. Should the **PURCHASER** neglect to sign the transfer documents within the prescribed period this agreement can be cancelled after notice in terms of clause 9.

8. COSTS

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

8.2 The **PURCHASER** shall be liable for payment of the costs for the necessary advertisement in terms of section 14 of the Local Government: Municipal Finance Management Act, nr 56 of 2003.

9. BREACH

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

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

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

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

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

9.1.4 Where the **SELLER** selects to cancel the agreement in terms of paragraph 9.1.1 above, the **SELLER** may decide to impose a restriction penalty on the **PURCHASER** by prohibiting such **PURCHASER** from doing business with the public sector for a period not exceeding 10 years.

9.1.5 If a **SELLER** intends imposing a restriction on a **PURCHASER** or any person associated with the **PURCHASER**, the **PURCHASER** will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the **PURCHASER** fail to respond within the stipulated fourteen (14) days the **SELLER** may regard the **PURCHASER** as having no objection and proceed with the restriction.

9.1.6 Any restriction imposed on any person by the **SELLER** will, at the discretion of the **SELLER**, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with

which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

9.1.7 If a restriction is imposed, the **SELLER** must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

9.1.7.1 the name and address of the **PURCHASER** and / or person restricted by the **SELLER**;

9.1.7.2 the date of commencement of the restriction

9.1.7.3 the period of restriction; and

9.1.7.4 the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

9.1.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

9.2 Should the aggrieved party be the **PURCHASER**:

9.2.1 to cancel this agreement, to recover all payments made to the **SELLER** or the transferring attorneys in payment of the purchase price in terms hereof, without prejudice to the **PURCHASER'S** other legal rights and remedies to claim such damages as he may have suffered,

9.2.2 to institute proceedings to enforce specific performance of this agreement.

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

- 9.3 Should this agreement be cancelled for any reason whatsoever, the **PURCHASER** shall, if he is in possession of the property, immediately be dispossessed of it and he agrees to give up possession and to vacate forthwith the Property hereby sold.

10. SERVICING OF PROPERTY

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

11. GENERAL

- 11.1 The **PURCHASER** shall not erect or cause or permit to be erected any buildings and or structures on the property until such time as the plans therefore have been approved by the Building Control Manager of the Overstrand Municipality.
- 11.2 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.
- 11.3 The parties hereto acknowledge that this agreement constitutes the entire contract between them and that no other conditions, stipulations, warranties or representations whatsoever have been made by or on behalf of either party other than such as are included herein.

- 11.4 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.
- 11.5 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 **SELLER** and the **PURCHASER** hereby consent to the jurisdiction of the Magistrate's Court for any action that might arise from this agreement. The parties, however, reserve the right at their sole discretion to institute such action in the High Court and to claim costs on the High Court scale.
- 11.7 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.
- 11.8 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
- 11.8.1 the singular shall include the plural and vice versa;
- 11.8.2 any one gender shall include the other gender; and
- 11.8.3 natural persons shall include juristic persons, trusts, partnerships and estates.
- 11.9 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 11.10 This agreement may:
- 11.10.1 be executed in separate counterparts, none of which need contain the signatures of all of the parties, each of which shall be deemed to be an original and all of which taken together constitute one agreement; and
- 11.10.2 shall be valid and binding upon the parties thereto, notwithstanding that one or more of the Parties may sign a fax copy thereof and whether or not such fax copy contains the signature of any other party.
- 11.11 The **PURCHASER** shall not be entitled to cede, assign or transfer its rights or obligations in terms of or arising from this agreement to any party without the prior written consent of the **SELLER**, which consent shall not be unreasonably withheld.
- 11.12 The parties agree that each clause of this agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

OVERSTRAND MUNICIPALITYHSB 2834 or 2837

11.13 The parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of this agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so.

12. DISPUTE RESOLUTION

12.1 If any dispute or difference of any kind whatsoever arises between the **SELLER** and the **PURCHASER** in connection with or arising out of this agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

12.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **SELLER** or the **PURCHASER** may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

13. ARBITRATION

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

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

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

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

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

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

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

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

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

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

- 13.7 The decision of the Arbitrator shall be final and binding and may be made an order of the High Court of South Africa, upon application of either party.
- 13.8 This clause shall survive the termination of this agreement.

14. SPECIAL CONDITIONS

- 14.1 The development on the property must at all times protect and enhance the sensitive river area and accommodate its role as sensitive ecological corridor.
- 14.2 The development on the property should comply with the provisions of Section 8 of the Scheme Regulations for the approved zonings as promulgated in terms of the Land Use Planning Ordinance, No 15 of 1985. The development must be in accordance with the approved zoning and subdivision plan as attached per Annexure F.
- 14.3 The Open Space Property between the development and the river must be rehabilitated and landscaped as part of the development proposal at the cost of the **PURCHASER**.
- 14.4 Access to the property will be from such road that has been approved by the Director: Infrastructure and Planning, Overstrand Municipality. See Annexure E.
- 14.5 The property may only be used for (A) Single Residential, Group Housing and Duplex Townhouses, Business, Public Open Spaces and Roads or (B) Residential Zone I, Residential Zone II, Residential Zone II, Open Space II and Private Road and **these conditions shall be registered against the title deed of the property.** (See Annexure F)
- 14.6 The height restriction is as per the relevant zoning in terms of the applicable zoning scheme regulations.
- 14.7 This approval does not absolve the **PURCHASER** from compliance with any other relevant legislation.
- 14.8 Should the **PURCHASER** not complete the development on the property 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**, which time period of 2 (TWO) years 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 withheld unreasonably, and the **PURCHASER**, or its successors in title shall:
- 14.8.1 be compelled to sign the transfer documents within 7 days within receiving a notice to that effect, failing which the duly authorised agent of the **SELLER** is hereby appointed by the **PURCHASER** to sign such documentation, and
- 14.8.2 be responsible for all transfer costs and statutory duties payable in connection with the retransfer of the property to the **SELLER** and/or any third party with regards to the purchase or retransfer of the property, and
- 14.8.3 be entitled to a refund of the total purchase price mentioned in paragraph 2 hereof free of interest on the date of registration of transfer less any damages or loss incurred by the **SELLER**,

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

15. SARS DECLARATION

- 15.1 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**.

16. LEGAL PERSON AS PURCHASER

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

17. AGREEMENT BINDING ON SUCCESSORS IN TITLE

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

18. SUSPENSIVE CONDITIONS

- 18.1 This Agreement is subject to the fulfilment of the condition that the **SELLER** obtain and comply with all the necessary approvals including, but not limited to, the requirements of the Local Government: Municipal Finance Management Act, no 56 of 2003 (as to the necessary advertisement and Council's approval) as to the transfer of the Property to the **PURCHASER** within 60 (SIXTY) days from the date of notice of acceptance of the offer by the Municipality.
- 18.2 Should the suspensive condition not be fulfilled within the time period afforded, or any extended period as agreed to upon in writing between the parties, the Agreement shall lapse and neither party shall have any claim against each other.



OVERSTRAND MUNICIPALITY

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SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

On behalf of the **SELLER**

SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

On behalf of the **PURCHASER**

DRAFT



OVERSTRAND MUNICIPALITY

HSB 2834 or 2837

SCHEDULE 1 TO DEED OF SALE

SELLER	OVERSTRAND MUNICIPALITY
Address	Municipal Offices, Magnolia Avenue, Hermanus. PO Box 20, Hermanus, 7200
Contact Numbers	
Tel	028 313 8000
Fax	028 312 1894
Email	enquiries@overstrand.gov.za
Tender number	SC _____
Bid Adjudication minutes	_____
Council Resolution	_____

PURCHASER	_____
Address	_____
Contact Numbers	
Tel	_____
Fax	_____
Email	_____

Property Description	(A) The Remainder of Erf 2834 (excluding Erf 2836 and including Erf 2837) Sandbaai, ±39,3802ha, or (B) Erf 2837 Sandbaai, ±14,3802ha
-----------------------------	--

Purchase Amount	_____
Municipal Account number	_____



17. 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 for the sale of:

(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE; OR

(B) ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE

The bidder, identified in the offer signature block, acknowledges that he/she has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation, the terms of the most recent Supply Chain Management Policy and the Administration of 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 bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities as described in the tender document including compliance with all its terms and conditions according to their true intent and meaning.

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

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS:	
(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING ERF 2837) SANDBAAI, HERMANUS, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE	R <i>(In words)</i>
(B) ERF 2837 SANDBAAI, HERMANUS, FOR A RETIREMENT VILLAGE	R <i>(In words)</i>

This offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document, originally signed, to the bidder before the end of the period of validity stated in the tender data.

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



2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Municipality identified below, accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Municipality and the bidder upon the terms and conditions contained in this agreement, the tender data and specifications, the tender documentation and in the Deed of Sale to be concluded that is the subject of this agreement, a draft of which is attached hereto per Annexure E.

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

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

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

PART C – ADMINISTRATION OF IMMOVABLE PROPERTY POLICY

18. 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.”*