



TENDER NO.: SC 1285/2012

**LEASE OF REFRESHMENT KIOSKS AT PALMIET, HAWSTON &
ONRUS CARAVAN PARKS AND ZWELIHLE SWIMMING POOL**

TENDER DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **ALTA MARAIS**
TELEPHONE: **028 313 8102**

Name of Tenderer:	
Contact Person:	
Contact Number:	
Total Bid Price (Exclusive of VAT): <i>(refer to page 41 – Form of offer)</i>	R
Signature:	
Date:	

SEPTEMBER 2012

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	SC 1285/2012		
TENDER TITLE:	LEASE OF THE REFRESHMENT KIOSKS AT PALMIET, HAWSTON & ONRUS CARAVAN PARKS AND ZWELIHLE SWIMMING POOL		
CLOSING DATE:	2012/11/16	CLOSING TIME:	12H00
BID BOX NO:	2	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	
OFFER TO BE VALID FOR:	90	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 40 – Form of offer)</i>	R		
DATE:			
SIGNATURE OF TENDERER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			

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

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

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1. TENDER DATA & SPECIFICATIONS
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1.	Tenders are subject to the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality as approved and adopted by Council, both of which can be obtained from the official website at www.overstrand.gov.za or from A Marais upon request addressed to amarais@overstrand.gov.za .
2.	The OWNER of the property/ies is the Overstrand Municipality
3.	The owner's representative is: Name: Mrs A Marais Address: Directorate: Infrastructure & Planning Po Box 20 Magnolia Avenue Hermanus, 7200 Tel: 028 313 8102 Fax: 028 313 2093 E-mail: amarais@overstrand.gov.za
4.	Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Furthermore the Municipality reserves the right to award to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property to all people of the Western Cape Province in particular, and RSA in general.
5.	There are no compulsory clarification or site meetings.
6.	Only bids submitted on the bid documents provided by the Overstrand Municipality will be accepted. Documents must be completed in black ink and correction fluid may not be used.
7.	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (ONE) copy.
8.	The closing time for submission of tender offers is 12h00 on Friday, 16 November 2012.
9.	Mailed, Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
10.	The tender offer validity period is 90 days after the date of closing.
11.	The bidder is required to submit with his tender an Original Valid Tax Clearance Certificate issued by the South African Revenue Services in the name of the bidder.
12.	The time and location for opening of the tender offer is: TIME: Immediately after 12h00 on Friday, 16 November 2012. VENUE: Overstrand Municipality, Administration Building, Magnolia Avenue, Hermanus. Tenders will be opened immediately after the closing time for tenders at 12h00.



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

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1285/2012****LEASE OF REFRESHMENT KIOSKS AT PALMIET, HAWSTON & ONRUS CARAVAN PARKS AND ZWELIHLE SWIMMING POOL**

Tenders are hereby invited for: **Lease of Refreshment Kiosks at Palmiet, Hawston & Onrus Caravan Parks and Zwelihle Swimming Pool.**

Tender documents, in English, are obtainable from Friday, 2 November 2012 at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8974 from Ms. Anin Moore between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R122.00 per set. Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively the documents can be downloaded free of charge from the website: www.overstrand.gov.za

Sealed tenders, with "**Tender No. SC1285/2012: Lease of Refreshment Kiosks at Palmiet, Hawston & Onrus Caravan Parks and Zwelihle Swimming Pool**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 2** 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 16 November 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenders must be valid for 90 days after the closing date.

The Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Tenders are subject to the most recent Supply Chain Management Policy of 2012 and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality as amended, approved and adopted by Council.

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

3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

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

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

Full name of member	Residential address	Signature

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

4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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

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



6. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

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			

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

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

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



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

5. CERTIFICATION

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

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

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



8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Chain Management Regulation 38 prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - f) prices;
 - g) geographical area where product or service will be rendered (market allocation)
 - h) methods, factors or formulas used to calculate prices;
 - i) the intention or decision to submit or not to submit, a bid;
 - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - k) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

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

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

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

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

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

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

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

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

For office use (comments):



10. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

WRITTEN AGREEMENT

**THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

BETWEEN:

OVERSTRAND MUNICIPALITY

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:

**WRITTEN AGREEMENT**

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,
 representing the MANDATARY do hereby acknowledge that _____
(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

_____ *(Municipality)*

has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

(i) Contractor's registration number with the office of the Compensation Commissioner:	
(ii) Proof that assessment has been paid:	A copy of a receipt must be handed in, in this regard.

Signature of CONTRACTOR:	
Date:	



11. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
 of (registered address of Company) _____
 a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
 _____ in his capacity as (Designation) _____
 of the Contractor, is duly authorized hereto by a resolution dated _____ /20____,
 to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____ ,
 with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



12. SPECIFICATIONS

SCOPE OF TENDER

1. INTRODUCTION

1.1. The Overstrand Municipality has decided to lease the refreshment kiosks at:

- A: Palmiet Caravan Park, Kleinmond
- B: Hawston Caravan Park, Hawston
- C: Onrus Caravan Park, Onrus
- D: Swimming Pool, Zwelihle

for a period of 3 years for the purpose of selling snacks and non-alcoholic beverages. **Tenderers may submit tenders for 1 (ONE) or more kiosks.** The form of offer should clearly indicate the kiosks being tendered for. The Municipality owns the properties where these kiosks are situated.

- 1.2. The objective of this tender is to enable the Bid Adjudication Committee or the Accounting Officer, where applicable, to select the most appropriate submission in terms of both financial ability and concept appropriateness for the site.
- 1.3. The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.
- 1.4. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy of 2012 and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality, as amended, approved and adopted by Council.

2. THE TENDER PROCESS

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

- 2.1. The submission of a tender proposal must be in accordance with **Paragraph 4 – Method of Submission**, of this document.
- 2.2. The submission of a tender price as well as information regarding the source of funds and the financial offer made must be clearly set out in the applicant's submission as per the requirements set out in **Paragraph 5 – Submission Requirements and Evaluation**, of this document.
- 2.3. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee. It should be noted that the Municipality is not obliged to accept any of the tenders submitted.
- 2.4. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 2.5. A Lease Agreement similar to the one attached per **Annexure E** to the tender documentation will be entered into with the successful bidder as soon as possible after the tender has been accepted. Should the successful tenderer fail or neglect to conclude the Lease Agreement 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.
- 2.6. Payment of an amount equal to the monthly lease amount tendered is payable as a deposit within 7 business days of receipt of written notification of acceptance of the offer by the Municipality.
- 2.7. The lease of the property/ies to the successful bidders will proceed after the tenders have been awarded.

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

- 3.1. The Onrus Caravan Park is located at De Villiers Street, Onrus. (See **Annexure A**). The park has 250 caravan and tent sites of which 64 are semi permanent sites. During December/January school holidays and Easter weekends the camp sites are fully booked. During out of season period the park is regularly visit by caravan groups and tourist groups.
- 3.2. The Hawston Caravan Park is situated off Marine Drive, Hawston. (See **Annexure B**). The Hawston swimming pool is also located on the site. The kiosk serves visitors to the caravan park as well as day visitors to the swimming pool.
- 3.3. The Palmiet Caravan Park is situated off DF Malherbe Street, Kleinmond adjacent to the Palmiet Lagoon. (See **Annexure C**). There are 82 caravan and 54 tent sites (34 tent sites without electricity). During December/January holidays and Easter weekends the camp sites are usually fully booked.
- 3.4. The Swimming Pool is located at Pot Pourrie Street, between Mount Pleasant and Zwelihle. (See **Annexure D**). The swimming pool is frequented by locals as well as holiday makers during the peak summer holiday season.
- 3.5. **Tenderers may submit tenders for 1 (ONE) or more kiosks. The form of offer on page 40 should clearly indicate the kiosks being tendered for.**
- 3.6. The sites may only be used for the sale of snacks and non-alcoholic beverages.

4. METHOD OF SUBMISSION

- 4.1. 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.
- 4.2. The Municipality may wish to interview prospective organisations or individuals prior to awarding the tender to any bidder.
- 4.3. The decision of the Municipality will be final.

5. SUBMISSION REQUIREMENTS AND EVALUATION

- 5.1. Submissions are invited from all parties with the financial means and experience to submit a proposal for the lease of the property/ies.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

6. GENERAL:

- 6.1. Successful bidders will be required to trade over the peak season from 1 December until 31 January of each year and also over the Easter weekend of the following year until the 30th of April including Public Holidays and School Holidays.
- 6.2. Proposed business hours:
- | | |
|------------------------|---------------|
| During the week: | 08:00 – 20:00 |
| Fridays and Saturdays: | 08:00 – 22:00 |
| Sundays: | 08:00 – 14:00 |
- Bidders should indicate in the tender their proposed trading hours which may be negotiated with the resort officer.
- 6.3. Successful bidders must supply their own stock and equipment, e.g. fridges and shelves.
- 6.4. The utilization of the allocated kiosks is at own risk.
- 6.5. Successful bidders shall indemnify the Municipality against any claims that might arise with regard to the use of the area in question and will be required to sign an indemnity form prior to the commencement of the contract.
- 6.6. Successful bidders will be responsible for their own insurance (including the building and all contents) and security.
- 6.7. Successful bidders must comply with the health specifications and have a valid trading licence.
- 6.8. The allocated premises must be kept clean and tidy by the successful bidder at all times.
- 6.9. The municipality will have the right to cancel the agreement in event of:
- 6.9.1. the premises not being maintained in a clean, tidy and hygienic state;
 - 6.9.2. the trading hours, as stated and agreed upon, is not being adhered to;
 - 6.9.3. the bidder neglecting to pay the rental and service charges as specified in the agreement;
 - 6.9.4. any other situation that might arise, that at the discretion of the Municipality is not conducive to the intended service delivery, safety and convenience of the public.
- 6.10. Successful bidders must display his / her trading hours at the premises.
- 6.11. Bidders must submit with the tender document a list of the products to be sold as well as a list of equipment to be used, such as chip fryers, freezers, warmers, etc. Electricity usage is payable by the Lessee. **NO ALCOHOL MAY BE SOLD.**
- 6.12. Successful bidders may not assign or sublet the premises to any other person/party.
- 6.13. Successful bidders must inform the resort officer or Municipality immediately should he/she wish to terminate the agreement.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



6.14. Payment of the monthly lease amount offered:

6.14.1. The lease amount offered is payable every month for the full period of 36 months. Payment of the monthly lease amount shall be made one calendar month in advance on the 22nd day of each month.

6.14.2. The full monthly lease amount shall be payable every month, irrespective of whether it is a trading month in accordance with the required trading period described in paragraph 6.1 above. The lease amount is non-refundable.

6.15. No bid will be considered from persons in the service of the State.

7. ACCEPTANCE

The tender shall remain irrevocably open for acceptance by the Municipality for a period of 90 days calculated from the date of the closing of tenders.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

13. ANNEXURE A – LOCALITY MAP, ONRUS CARAVAN PARK



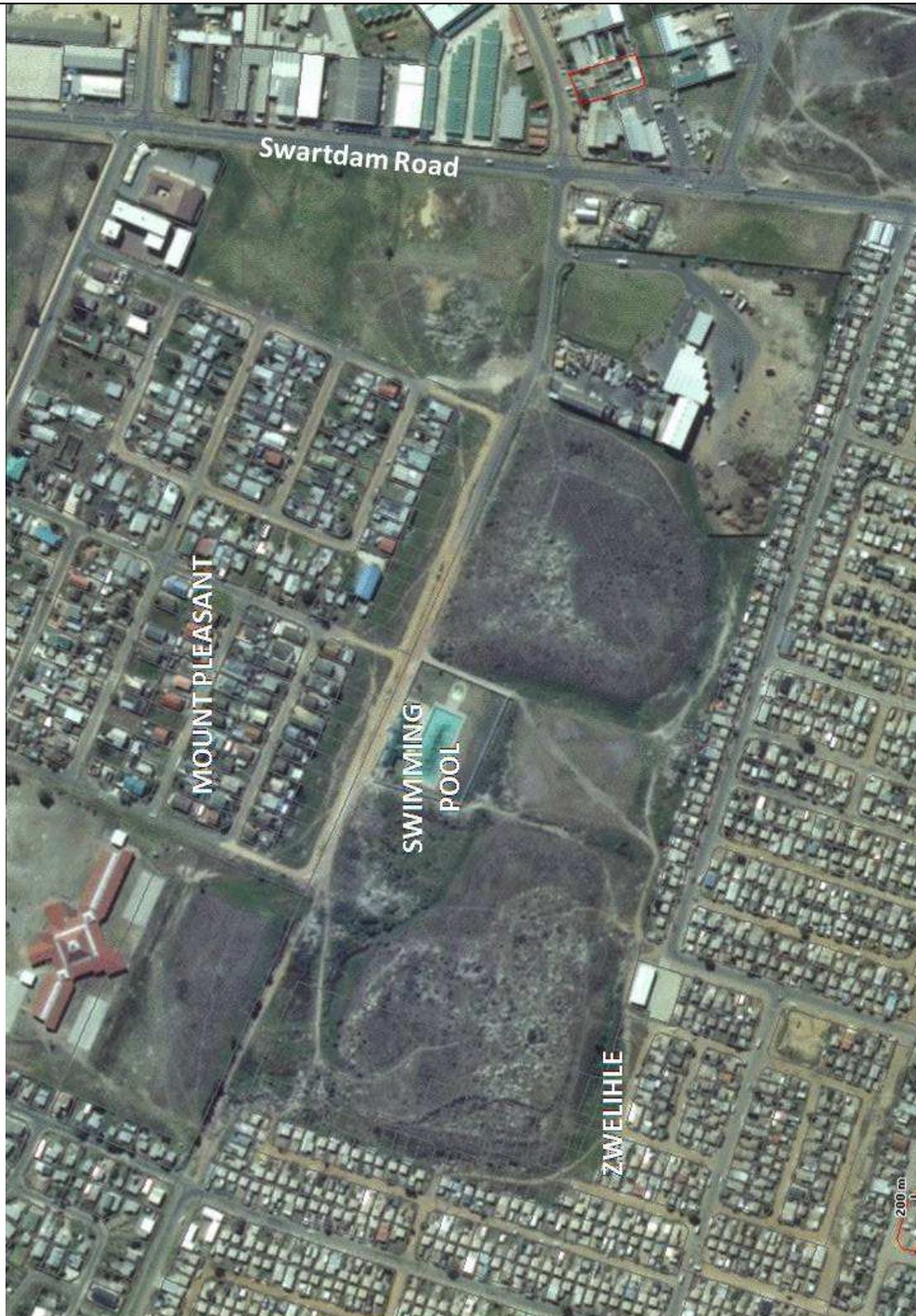
14. ANNEXURE B – LOCALITY MAP, HAWSTON CARAVAN PARK



15. ANNEXURE C – LOCALITY MAP, PALMIET CARAVAN PARK



16. ANNEXURE D – LOCALITY MAP, ZWELIHLE SWIMMING POOL





17. ANNEXURE E – DRAFT LEASE AGREEMENT

OVERSTRAND MUNICIPALITY AREA & ERF NUMBER - (PALMIET/ONRUS/HAWSTON CARAVAN PARK / ZWELIHLE SWIMMING POOL KIOSK)

LEASE AGREEMENT

**A PORTION OF ERF _____,
PALMIET/ONRUS/HAWSTON CARAVAN
PARK / ZWELIHLE SWIMMING POOL
KIOSK(S)**

entered into between

OVERSTRAND MUNICIPALITY
herein represented by **COENRAAD CORNELIUS GROENEWALD**
in his capacity as Municipal Manager,
(hereinafter called the LESSOR)

and

(NAME)
(ID)
OF _____ (Address)

(hereinafter called the LESSEE)

DRAFT

OVERSTRAND MUNICIPALITY AREA & ERF NUMBER - {PALMIET/ONRUS/HAWSTON CARAVAN PARK / ZWELIHLE SWIMMING POOL KIOSK}

WHEREAS the **LESSOR** has called for tenders for the lease of Municipal Property being a portion of Erf ___ (hereinafter referred to as "the land ") situated in (Area Name) at the Palmiet/Onrus/Hawston Caravan Park / Zwelihle Swimming Pool and shown on the plan attached hereto (marked Annexure "A") to operate a kiosk(s).

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

NOW THEREFORE THESE PRESENTS WITNESS that the **LESSOR**, pursuant to the authority conferred upon it by the Administration of Immovable Property Policy of the Overstrand Municipality, hereby agrees to lease to the **LESSEE** and the **LESSEE** hereby agrees to hire from the **LESSOR** the land, subject to the following terms and conditions:

1. LEASE PERIOD

- 1.1. This lease shall endure for a period of 3 (THREE) years reckoned from the **1 December 2012** and will expire on **30 November 2015**.
- 1.2. After the expiry period referred to in clause 1.1 above the **LESSEE** shall have no legitimate expectation that a further lease period may be agreed to by the **LESSOR**.

2. RENTAL

- 2.1. The **LESSEE** shall pay to the **LESSOR** a rental of R ___ (VAT excluded), in respect of the land, payable monthly in advance at the municipal cashiers, (Area Name).
- 2.2. The **LESSEE** shall complete a service agreement form at the Hermanus Municipal Office for the creation of a Municipal Account (for the levying of the lease amount and municipal services) in the name of the **LESSEE** as described in this agreement and provide the Property Administration Department with such account number within 72 hours from signing of this documentation, otherwise this agreement will be null and void.

3. SUBJECTION OF LEASE

- 3.1. This lease shall be subject in all respects to the provisions of the Administration of Immovable Property Policy of the Overstrand Municipality with regard to the Management and Administration of Immovable Property adopted by the Council of the municipality and as may be amended from time to time.
- 3.2. This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the land hereby leased.

4. UTILISATION

- 4.1. The said land, together with such buildings and other structures as may be erected in accordance with the provisions of this agreement shall be used exclusively for managing a kiosk and selling the products as set out in Annexure B.
- 4.2. Access to the land by the **LESSEE** or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the **LESSOR** and the **LESSEE**.

5. DUTIES OF THE LESSEE

- 5.1. The **LESSEE'S** business hours for trading from the kiosk shall be:
- Weekdays 08:00 - 20:00;
 - Fridays and Saturdays 08:00 - 22:00, and
 - Sundays 08:00 - 14:00.
 - If the need arises during peak season the kiosk may remain open until 21:00 on Weekdays and 23:00 on Fridays and Saturdays.
- 5.2. The trading hours as stipulated above shall be displayed at the premises.
- 5.3. The **LESSEE** shall be open to the public at least daily between 1 December and 31 January and over Easter weekend until 30 April.
- 5.4. The **LESSEE** shall be responsible for the supply of his own stock and equipment as stipulated in Annexure C.
- 5.5. The **LESSEE** shall not erect or cause or permit to be erected any additional buildings and/or structures on the land without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.
- 5.6. The **LESSEE** shall not assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.
- 5.7. The **LESSEE** shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 5.8. The **LESSEE** in his use of the property, shall
- 5.8.1. conform with all laws and statutory, municipal and other by-laws and regulations relating to lessees or occupiers of the property;

- 5.8.2. not knowingly nor negligently cause nor allow to be caused any obstructional blockage or failure in any sewerage pipes, water pipes, drains and other supply equipment and installations serving the property;
- 5.8.3. be responsible for their own insurance against damage or loss for all stock and equipment and the security of the building, and
- 5.8.4. not do, nor permit to be done, any act, matter or thing which may render the **LESSOR'S** insurance of the property and/or the property against risk of loss or damage attributable to any of the causes insured against from time to time, either void or voidable, or which may increase the rate of premiums payable by the **LESSOR** in respect of the property with regard to such insurance.

6. MAINTENANCE

- 6.1. No indigenous trees growing on the land shall be cut down or interfered with without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.
- 6.2. The **LESSOR** shall keep the outside of the property hereby let and the **LESSEE** shall keep the inside thereof in a proper state of repair and condition during the currency of this lease, it being understood and agreed that for the purpose of this clause the term interior being deemed to include:
 - 6.2.1. all windows, window panes, doors, door glass where applicable, door handles, locks and keys helmets, kirsch rails and curtain fittings;
 - 6.2.2. all electrical and water fittings,;
 - 6.2.3. all floors, including floor coverings.
- 6.3. The **LESSEE** shall keep the 5m area in front of the kiosk clean and tidy.
- 6.4. Should the **LESSEE** neglect to undertake such repair within a stipulated period on written notification from the **LESSOR**, the **LESSOR** shall have the right to undertake such repair at the expense of the **LESSEE**.
- 6.5. The **LESSEE** shall also be responsible for the replacement during the lease and at his own expense to the satisfaction of the **LESSOR** with new as the old wear out or become broken, damaged or lost, of all light bulbs and globes, fluorescent or otherwise, starters, ballasts and incandescent bulbs, where applicable, whether used in relation to the property internally or externally.
- 6.6. Should any structure, garden, fence, etc or portion thereof be damaged due to any act or negligence of the **LESSEE** or person who acquired occupancy through him/her, he shall be held liable for the payment of the total cost of any such repair work.

- 6.7. The **LESSEE** shall not make any structural alterations to the hereby leased property without the written consent of the **LESSOR** thereto being first had and obtained.
- 6.8. The **LESSEE** shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.
- 6.9. Any damage caused to the premises as a result of any dismantling or removal of equipment or as a result of the **LESSEE'S** failure to maintain the premises in such good order and condition, shall be made good by the **LESSEE** at the **LESSEE'S** own cost and expenses within 30 (THIRTY) days after written notice having been sent to the **LESSEE**.
- 6.10. The **LESSOR** may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and may make an inventory of all defects or matters calling for repair found thereon or therein for which the **LESSEE** is responsible as herein provided and within fourteen days of the receipt of a notice in writing from the Municipal Manager calling upon it so to do, the **LESSEE** shall make good any defects or matters requiring repair as aforesaid and if the **LESSEE** shall fail to do so the **LESSOR** may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the **LESSEE**.
- 6.11. The **LESSOR** reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with, existing foul sewers, rising mains, storm water drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the **LESSOR** may in future lay in or across the land, the **LESSOR** reserving to itself the right to establish such services without notice. The **LESSEE** shall not build over, alter, or in any manner disturb such services except under the express permission in writing of the Director of Infrastructure and Planning or his authorised representative in respect of the service concerned, and upon due compliance with any specified precautionary measures.
- 6.12. Should work involving maintenance, clearing, construction, reconstruction or repairs become necessary at any time the **LESSOR** shall, in performing such work cause as little inconvenience as possible to the **LESSEE**, regard being had to the nature of the work performed, and the **LESSOR** shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the **LESSOR** shall not be liable for any damage whatsoever which may be sustained by the **LESSEE** or any other person or body of persons as a result of the performance by the **LESSOR** of the work aforesaid.

7. RISK OF CONTENTS

- 7.1. All goods, property and effects of whatsoever nature owned by the **LESSEE** or any other person which at any time might be in/on/at the said premises shall be there at the sole risk of the **LESSEE** and the **LESSOR** shall not be liable to make good any loss or damage to such goods from any cause whatsoever.

8. BREACH

- 8.1. The **LESSEE** hereby covenants with the **LESSOR** that the **LESSEE** will pay the rent as herein before-mentioned and agrees also faithfully to observe and fulfil each and all the conditions of this lease.

- 8.2. In the event of:

- 8.2.1. the rental not being paid within 30 (thirty) days from the date when the same becomes due and payable; or
- 8.2.2. the said land, fence, buildings, and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition;
- 8.2.3. the trading hours, as stated and agreed upon, not being adhered to; or
- 8.2.4. any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, and after the **LESSEE** has been given **7 (SEVEN) WORKING DAYS** notice by registered mail, e-mail or fax

the **LESSOR** shall be entitled to cancel and terminate this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the **LESSEE** such amount in respect of loss or damage as the **LESSOR** may have sustained or expenses which may be entailed upon the **LESSOR** by reason of the failure of the **LESSEE** to observe and fulfil the conditions of this lease. In such event the **LESSEE** shall not have the right to remove any building and/or structures which may have been erected from its own funds on the premises in terms of the lease.

9. TERMINATION AND CANCELLATION

- 9.1. In the event of the **LESSEE** dissolving or ceasing to exist at any time within the period of this lease or if the property are no longer being utilised as described in this agreement, the lease shall be terminated. In this event or at the expiration of this lease, the land shall revert to and vest in the **LESSOR**. The **LESSEE** shall be permitted to remove any buildings and/or structures which may have been erected by it from its own funds on the land in terms of this lease within a period of one month of such termination. Any buildings

and/or structures not so removed shall vest in the **LESSOR** free of compensation.

- 9.2. The **LESSEE** shall at the expiration of this lease restore and deliver up to the **LESSOR** the said land in a condition satisfactory to the **LESSOR**. The **LESSEE** shall compensate the **LESSOR** for any damages caused to the property for whatever reason.
- 9.3. Notwithstanding anything in this agreement contained the **LESSOR** may resume possession of the whole or any portion of the land at any time on giving 1 (ONE) months' notice in writing to that effect and may cancel or amend the lease accordingly.

10. GENERAL

- 10.1. The **LESSEE** undertakes that it will be responsible for payment at the normal tariffs for any municipal services provided to the land hereby leased, whether at the request of the **LESSEE** or not.
- 10.2. The **LESSEE** shall at all times well and sufficiently indemnify the **LESSOR** and keep the **LESSOR** indemnified against all liability howsoever caused or arising that may be the direct or indirect result of the use of the land in question, and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the **LESSOR** or incurred or become payable by the **LESSOR** at the suit of any person.
- 10.3. Neither the **LESSEE** nor any other person shall acquire or hold any licence for the sale of intoxicating liquor upon the land or in or from any buildings or structures thereon without the prior written consent of the **LESSOR** given under the hand of the Municipal Manager.
- 10.4. The grant of the lease hereby constituted, shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the **LESSEE**. Upon a demand made by the **LESSOR**, in terms of this lease, for quiet possession of the property, the **LESSEE** shall be bound to give such possession without any right to compensation, whether for useful, necessary expenses or other improvements.

11. DOMICILIUM CITANDI ET EXECUTANDI

- 11.1. The **LESSEE** hereby appoints the address as set out in schedule 1 of this agreement for all purposes of and connected with this lease to be the domicilium citandi et executandi of the **LESSEE**, and any written notice or any process thereat addressed to the **LESSEE**, shall be deemed to have been sufficiently served upon the **LESSEE** by registered mail on the 5th (FIFTH) business day after posting or on the first business day following the notification day per fax or email. Any legal proceedings against the **LESSEE** may at the option of the **LESSOR** be brought and conducted in the court of the Magistrate at Hermanus and assent to any increased jurisdiction required for that purpose is hereby given by the **LESSEE**.



OVERSTRAND MUNICIPALITY AREA & ERF NUMBER - (PALMIET/ONRUS/HAWSTON CARAVAN PARK / ZWELIHLE SWIMMING POOL KIOSK)

11.2. For the purpose of any legal proceedings in relation to this agreement the signatories of the LESSEE will be considered in all respects the legal representative of the LESSEE, and may be prosecuted and shall be legally bound by any actions instituted against them as its representative, agent, servant or licensee.

THUS DONE, SIGNED AND AGREED TO AT HERMANUS

on _____,

AS WITNESSES:

1. _____

2. _____

(LESSOR)
OVERSTRAND MUNICIPALITY

THUS DONE, SIGNED AND AGREED TO AT _____

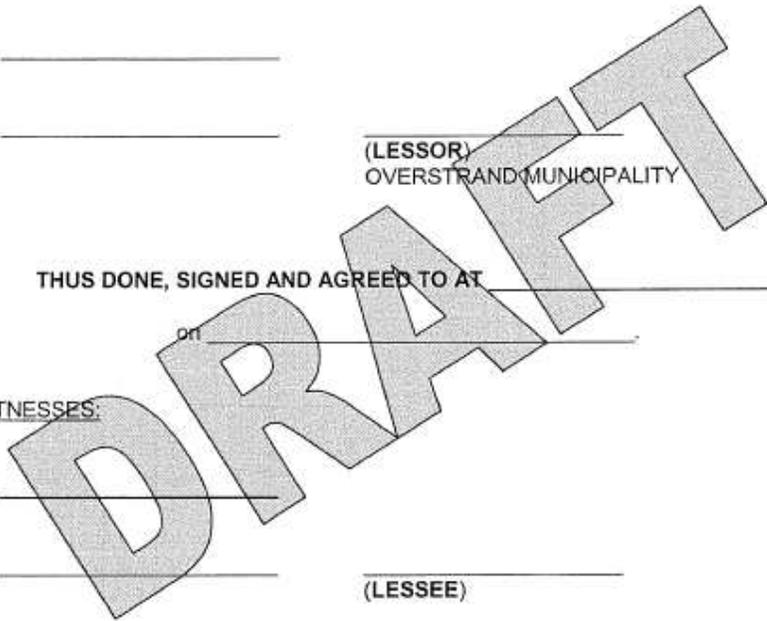
on _____

AS WITNESSES:

1. _____

2. _____

(LESSEE)



SCHEDULE 1

LESSOR	OVERSTRAND MUNICIPALITY
Address	Municipal Offices, 8 Magnolia Avenue, Hermanus. PO Box 20, Hermanus, 7200.
Contact Numbers	
Tel	028 313 8000
Fax	028 313 2093
Council Resolution	
Tender Number	SC 1285/2012
LESSEE	_____
	As owner (ID _____)
Address	_____
Telephone number	_____
Cell number	_____
VAT Registration	_____
Other Municipal account	_____
Property Description	A portion of Erf _____ (hereinafter referred to as "the land"), situated at the (Name of Site) in (Area Name).
Lease Period	3 (THREE) years
Lease Amount	R _____ per month, escalating annually (VAT excluded)
Municipal Account nr	_____



18. 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:

LEASE OF THE REFRESHMENT KIOSKS AT PALMIET, HAWSTON & ONRUS CARAVAN PARKS AND ZWELIHLE SWIMMING POOL

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation and 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 aforesaid policies.

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

Tenderers may submit tenders for 1 (ONE) or more kiosks.

Please clearly indicate the kiosk(s) being tendered for.

THE MONTHLY LEASE AMOUNT OFFERED EXCLUSIVE OF VAT IS:	
A: Palmiet Caravan Park, Kleinmond	R <i>(In words)</i>
B: Hawston Caravan Park, Hawston	R <i>(In words)</i>
C: Onrus Caravan Park, Onrus	R <i>(In words)</i>
D: Swimming Pool, Zwelihle	R <i>(In words)</i>

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



2. ACCEPTANCE

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

The tenderer shall within 7 business days of receipt of written notification of acceptance of the offer by the Municipality pay an amount equal to the monthly lease amount tendered as a deposit and within two weeks after receiving a completed signed copy of this agreement, including the schedule of deviations (if any), arrange for the delivery of any guarantees, proof of insurance and any other documentation to be provided in terms of the agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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



PART C – ADMINISTRATION OF IMMOVABLE PROPERTY POLICY

19. 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 Lease

27. All costs pertaining to a transaction, e.g. survey, advertisements, valuation, relocation or provision of services where necessary, shall be borne by the Lessee. The Municipality may, however, waive its right to claim all or any portion of the costs. Where necessary a deposit to cover the costs may be required.

28. The Municipality may:

- (1) enter into a contract which will impose financial obligations on the Municipality beyond a financial year, but if the contract will impose financial obligations on the Municipality beyond the three years covered in the annual budget for that financial year, it may only do so in accordance with the provisions of Section 33 of the MFMA, and
- (2) enter into a public-private partnership agreement, but only in accordance with the provisions of Section 120 of the MFMA.

29. An agreement for the lease of municipal fixed property shall be in writing stipulating the terms and conditions of the contract or agreement, which shall include provisions providing for:

- (1) the termination of the contract or agreement in the case of non- or underperformance;
- (2) dispute resolution mechanisms to settle disputes between the parties;
- (3) a periodic review of the contract or agreement once every three years in the case of a contract or agreement for longer than three years;
- (4) any other matters that may be prescribed, and
- (5) escalation in terms of paragraph 31 of this policy.

30. No immovable property shall be sub-let and no lease may be ceded or assigned without the prior written approval of the Municipality.

31. An owner of immovable property who leases adjoining municipal property may be substituted by his successor in title for the duration of the remainder of the lease term.

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32. *Rental, except where it is decided otherwise by the Municipality shall escalate annually by a percentage fixed in accordance with the prevailing consumer price index (all items).*
 33. *The lessee shall, as a rule, be liable for the payment of rates and service charges in respect of the properties listed in the current valuation role. In the case of leases to certain social care users at rentals lower than market value the Municipality may consider granting a rebate on rates in accordance with the rates policy of the Municipality.*
 34. *The letting of lanes, public open spaces, road reserves and the like shall be subject to the following:*
 - (1) *closing off/securing by the lessee of the leased area to the satisfaction and discretion of the Municipality;*
 - (2) *the lessee shall be responsible for the cost of relocation or installation of services where required and for the securing of servitudes, and*
 - (3) *the closure of the lanes, public open spaces and road in terms of the Ordinance shall be done at the cost of the lessee.*
 35. *The lessee shall indemnify the Municipality against any possible claims arising from the lease or use of the immovable property.*
 36. *Where land is leased for development, a condition shall be included in the lease agreement stipulating that such development shall be completed within two years from date of conclusion of the lease agreement. Likewise a suspensive condition shall be included in the lease agreement to provide for cancellation in the event that the development has not been completed.*
 37. *Save with prior written approval of the Municipality the property may only be used for the purpose for which it was let.*
 38. *The Municipality shall at all reasonable times be entitled to enter and inspect the immovable property.*
 39. *The lessee shall be responsible for maintaining the leased property including all improvements thereon to the satisfaction of the Municipality.*
 40. *Improvements provided by the lessee and which the Council wishes to retain, shall revert, free of charge, to the Municipality once the lease period has terminated and/or in the event the agreement, due to breach of conditions, has been cancelled. Alternatively, agreement may be reached to the effect that the lessee may remove any improvements erected from its own funds within three months of termination of the lease agreement, failing which such improvements shall revert to the Municipality free of charge without damage and if provided for in the agreement. The lessee shall be liable for the cost involved in the removal of such improvements not required by the Municipality.*
 41. *Lease agreements for a term up to 3 years entered into under this policy may be renewed without applying the provisions of paragraph 7(1) and 7(2) but not exceeding 3 years in total.*
 42. *Immovable property let for short-term periods up to 12 months without the option of renewal need not be advertised in terms of paragraph 7(1) and 7(2) but shall be subject to inter alia the following:*
 - (1) *the lessee shall be responsible for all costs regarding services, ablution facilities, etc. if required;*
 - (2) *the Municipality shall determine the rental;*
 - (3) *the lessee shall undertake in writing to compensate the Municipality for damages caused to the property for whatever reason.*
 - (4) *the lessee shall indemnify the Municipality against any claims.*
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