



TENDER NO.: SC 1722/2016

**SALE OF UNREGISTERED CONSOLIDATED THREE ERVEN WHICH
CONSTITUTE ERF 12199, HERMANUS, FOR
INDUSTRIAL PURPOSES**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 61):	

AUGUST 2016

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Riaan Kuchar
Senior Manager: Town Planning
Tel. Number: **028 313 8900**

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 1722/2016					
TENDER TITLE:	SALE OF UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199, HERMANUS, FOR INDUSTRIAL PURPOSES					
CLOSING DATE:	07 October 2016		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	5	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 (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

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

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	R Kuchar	028 313 8900
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	A Moore	028 313 8974
	L du Preez	028 313 8147

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1. MOST IMPORTANT ASPECTS OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF THE OVERSTRAND MUNICIPALITY	65



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

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Authority for Joint Ventures Is the form duly completed and signed?	Yes	No	
MBD 2 Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
Specifications Is the form duly completed and signed?	Yes	No	
Form of Offer Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1722/2016****SALE OF UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199, HERMANUS, FOR INDUSTRIAL PURPOSES.**

Tenders are hereby invited for: **Sale of unregistered consolidated three erven which constitute Erf 12199 Hermanus, for industrial purposes.**

Tender documents, in English, are obtainable from **Friday, 02 September 2016**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, from Ms. Rita Neethling Tel. 028 313 8064, between 08h30 and 15h30 upon payment of a tender participation fee of R167-00 per set. Alternatively the documents can be downloaded from the website: www.overstrand.gov.za

Sealed tenders, with “**Tender No. SC1722/2016: Sale of unregistered consolidated three erven which constitute Erf 12199 Hermanus, for industrial purposes.**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** 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, 07 October 2016 at 12h00** and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for **90** days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011.

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 Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality.

Please refer enquiries to **Ms. H van der Stoep** at telephone number: **028 313 8900**.



3. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

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

2. COMPANIES AND CLOSE CORPORATIONS

2.1. 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

2.2. 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)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
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SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP/TRUST

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. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	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. GENERAL CONDITIONS OF TENDER
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the incorrect box will not be considered.
 - 3.2. Tender box deposit slot is 28cm x 2.5cm.
 - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.4. Documents may only be completed in black ink.
 - 3.5. The use of correction fluid/tape is not allowed.
 - 3.6. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.8. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.9. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
7. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 8.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 8.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
9. This bid will be evaluated and adjudicated according to the following criteria:
 - 9.1. Relevant specifications
 - 9.2. Financial means and expertise
 - 9.3. Capability to perform in terms of the contract
10. The following terms shall be interpreted as indicated:
 - 10.1. “*Closing time*” means the date and hour specified in the bidding documents for the receipt of bids.
 - 10.2. “*Corrupt practice*” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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- 10.3. “Day” means calendar day.
- 10.4. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 10.5. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 10.6. Unless otherwise indicated in the bidding documents, the Municipality shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 10.7. Invitations to bid are usually published in locally distributed news media and on the municipality’s website.

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS
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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



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:

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **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 –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



8. 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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
4.5.1	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:			



9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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 Regulation 38 (1) 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.



10. 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)
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p 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



11. SPECIFICATIONS

1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to dispose of the property known as Unregistered consolidated three erven which constitute Erf 12199 Hermanus, ±24818m² in extent, for industrial purposes. The Municipality owns the land.
- 1.2. 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.
- 1.3. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy 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 decision of the Municipality will be final.
- 2.5. A Deed of Sale 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 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.
- 2.6. Payment of 10% (ten per cent) of the agreed purchase price is required and payable within 10 days of date of request in writing thereof by the Municipality. The successful bidder shall be obliged to furnish the Municipality within 14 days after being requested thereto 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.
- 2.7. The bidder shall be responsible for payment of all the costs involved with the registration of the transfer in the Deeds Office, including but not limited to registering the Certificate of Registered Title and Certificate of Consolidated title and subsequent transfer.
- 2.8. The transfer of the ownership of the property to the successful bidder will proceed after the Municipal Council has approved the transfer in terms of Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) and the Deed of Sale have been signed. 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 Local Government: Municipal Finance Management Act (Act 56 of 2003) as well as all costs related to the transfer of the property as indicated above.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

- 3.1. The site is situated on the corner of Main Road (R34) and Mussel Road, Hermanus. (See **Annexure A**)
- 3.2. The property may only be used for industrial purposes as defined in Paragraph 5.2 below.

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1. **Erf no. and size:** Unregistered concolidated three erven which constitute Erf 12199 Hermanus, ±24818m² in extent.
The approved surveyor general diagram of the property is attached per **Annexure B**.
- 4.2. **Zoning status:** The current zoning of the property is Industrial Zone 1; General Industry.
- 4.3. The surrounding land uses vary and include Institutional, Industrial, Business and Residential Zone.

5. DEVELOPMENT PARAMETERS:

The development is subject to the Record of Decision and rezoning approval conditions as attached as Annexures C and D, respectively

5.1 Development Directives

The property is zoned for Industrial Zone 1.

5.2 Non-Developable area

No development is allowed in the service servitude area.

5.3 Accesses and Road provision

The property is located on the corner off Mussel Road and Main Road (R43), Hermanus. Access to the property will be from such road that has been approved by the Director: Infrastructure and Planning, Overstrand Municipality. (Also see Clause 6.6.)

5.4 Not Allowed

The property is earmarked for the development of industrial purposes, which includes the primary and consent uses. The following uses will not be considered abattoir, scrap yard, mining, noxious trade, motor repair garage and workshop.

Development should comply with the provisions of the relevant Scheme Regulations as promulgated.

5.5 Allowed Uses

Industry, agricultural industry, builders yard, care taker's accommodation, factory shop, funeral parlour, rooftop base station, service trade, transmission tower, transport use, utility services, warehouse, wholesale business.

5.6 Parking

See **Annexure G**.

5.7 Coverage

75%

5.8 Floor Factor

1.5

5.9 Height

9.0m

5.10 Building lines

Street building line: 5,0m

Side and rear building lines: 2,0m

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



5.11 Site Development Plan

In terms the Overstrand Zoning Scheme, inclusive of parking, building elevations, and heritage considerations.

6. INFRASTRUCTURE

- 6.1. The successful bidder and/or his appointed developer must submit an engineering services report with reference to the services required and the capacity thereof for approval thereof 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 bidder. 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 bidder must enter into service agreements with the Overstrand Municipality for all the services, including water, sewerage, electricity, storm water and refuse removal before the commencement of the development.
- 6.2. The bidder shall at its own costs 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.
- 6.3. The successful bidder shall be responsible for all costs relating to the connections for water, sewerage and electricity supply to the property and any other services, if needed.
- 6.4. The bulk infrastructure must be constructed by the bidder. Bulk infrastructure includes all services excluding the services required for the development itself. Bulk Services Levies will be payable by the bidder according to the prescribed fees as contained in Council's budget, which fee varies from year to year. Bulk Services Levies will be payable together with the building plan approval fee. See **Annexure F**.
- 6.5. That a 4m service servitude east of the right-of-way servitude (the existing Mussel Road) be registered for the 11kV cable transgressing the property and access to the Main Road. The correct locality clarified with the Engineering Department. See **Annexure F**.
- 6.6. Access obtained from De Goede Street, opposite Balfour Street and from the Main Road, opposite Mountain Street. The latter may only be a left in, left out onto Main Road. A public servitude road transgressing the property must be established in co-operation with the Town Planning Department. This servitude road must link up with the 11kV servitude and link up with Mussel Road

7. SUBMISSION REQUIREMENTS AND EVALUATION

7.1 Submission requirements

Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
7.1	Submissions are invited from all parties with the financial means and financial ability, stability and resources to submit an offer for the purchase of the property through submitting any of the following:				
	a) guarantee by a registered financial institution; and/or				
	b) financial statements, and/or				
	c) any other suitable and acceptable proof in support of financial ability, stability and resources to honour the bid, i.e. confirmation by bank of good standing or bank statements, etc..				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
7.2	The bidders are required to submit a tender deposit of five thousand rand (R5,000.00) on submission of the tender. This amount must be in the form of a bank guaranteed payment (only guaranteed by a registered financial institution) or cheque in favour of the Overstrand Municipality and valid for 90 days from the date of the closure of the tender or paid into the Municipality's bank account. This guarantee/cheque 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.				

8. SALE "VOETSTOOTS" AND SUBJECT TO CONDITIONS:

The property is sold as it stands, "voetstoets", 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.

9. 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.

10. VALUE OF THE PROPERTY

The indicative value is R16,740,900.00 (VAT inclusive).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ANNEXURE A – LOCALITY MAP



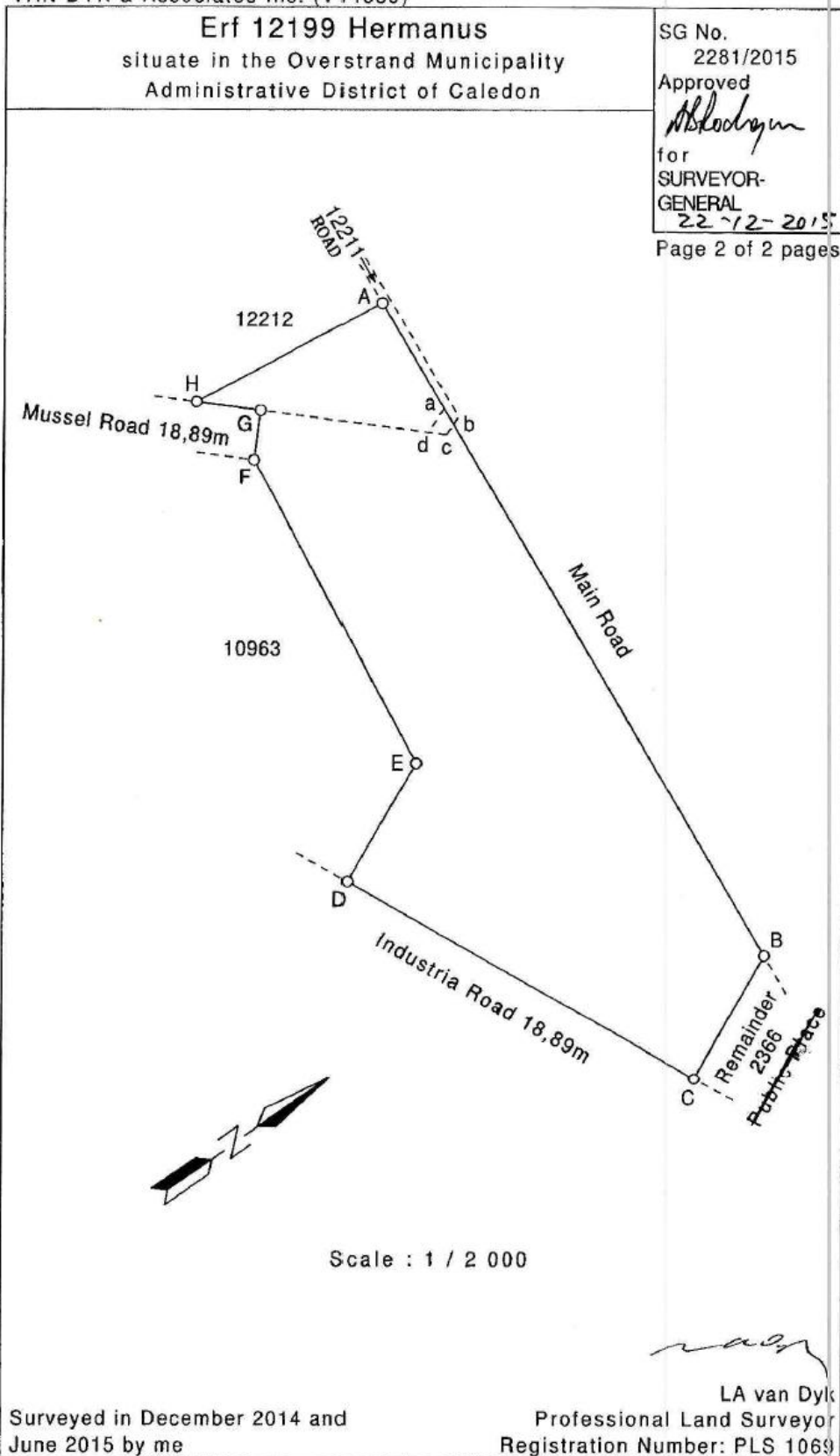
SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



ANNEXURE B – DIAGRAM

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL *Shumers*
 DATE **23 DEC 2015**

VAN DYK & Associates Inc. (V14889)



Page 2 of 2 pages

Surveyed in December 2014 and
 June 2015 by me

LA van Dyk
 LA van Dyk
 Professional Land Surveyor
 Registration Number: PLS 1069

Erf 12199 Hermanus



CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE **23 DEC 2015**
Hermanus

VAN DYK & Associates Inc. (V14889)

SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X		SG No. 2281/2015		
		Constants	0,00 +3 800 000,00			
A B	288,22	274.28.10	A	-20 821,99	+10 141,37	Approved <i>LA van Dyk</i> for SURVEYOR- GENERAL 22-12-2015
B C	54,39	334.12.00	B	-21 109,34	+10 163,83	
C D	152,17	64.38.50	C	-21 133,01	+10 212,80	
D E	52,16	154.38.50	D	-20 995,49	+10 277,96	
E F	130,97	96.56.30	E	-20 973,16	+10 230,82	
F G	18,89	132.28.10	F	-20 843,15	+10 215,00	
G H	24,60	42.28.10	G	-20 829,22	+10 202,23	
H A	79,56	186.46.10	H	-20 812,61	+10 220,38	
		59G2	⊕	-21 134,76	+10 153,29	
		60G2	⊕	-20 915,27	+10 135,73	

Page 1 of 2 pages

BEACON DESCRIPTIONS

- A,B,C,D,G ... 12mm Iron peg
- E,H 12mm Drill hole in concrete
- F 12mm Iron peg in tar

COMPONENTS :

1. The figure AadH represent Erf 5568 Hermanus
Vide Dgm. No. 4264/1975 annexed to D/T No. 1976. .40528
2. The figure abcd represent Erf 12197 Hermanus
Vide Dgm. No. 2279/2015; annexed to D/T No.
3. The figure bCDEFGc represent Erf 12198 Hermanus
Vide Dgm. No. 2280/2015; annexed to D/T No.

The figure ABCDEFGH
represents 2,4818 Hectare of land ,being
Erf 12199 Hermanus
(Comprising 1 to 3 above)

situate in Hermanus Township Extension 6 in the
Overstrand Municipality
Administrative District of Caledon
Western Cape Province
Surveyed in December 2014 and
June 2015 by me

LA van Dyk
LA van Dyk
Professional Land Surveyor
Registration Number: PLS 1069

This Diagram is annexed to No.	The original diagram are as indicated above.	File: S/2479/86 (V1)
		S.R. No. 1146/2015
		Comp AINW 1182 (M3868)
		LPI No. C0130013

Erf 12199 Hermanus



ANNEXURE C – RECORD OF DECISION

From: To: *00283132093 03/02/2002 11:45 #187 P.001/013



TP



DIRECTORATE: LAND MANAGEMENT REGION 2

EIA REFERENCE: E12/2/4/1-E2/14-2006/11
EXEMPTION REFERENCE: E12/2/4/5-E2/14-2017/11
ENQUIRIES: N BIEDING
DATE OF ISSUE: 2013-03-12

FILE NO: Emen 2363t
2366
SCAN NO:
COLLABORATOR NO: 470921

The Municipal Manager
Overstrand Municipality
P O Box 20
HERMANUS
7200

Attention: W Zybrands

Tel: (028) 313 8900
Fax: (028) 313 1894

Dear Sir

APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT AMENDMENT REGULATIONS, 2010: THE PROPOSED REZONING TO LIGHT INDUSTRIAL AREA, ERVEN 2363 AND 2366, HERMANUS.

With reference to your application for the abovementioned, find below the outcome with respect to this application.

ENVIRONMENTAL AUTHORISATION

DECISION

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) and the Environmental Impact Assessment Amendment Regulations, 2010, ("NEMA EIA Regulations") the competent authority herewith grants environmental authorisation to the applicant to undertake the list of activities specified in section B below with respect to Site Alternative 1 described in the Basic Assessment Report ("BAR") dated 29 June 2011.

In addition, the applicant is herewith also exempted from the following provision of the NEMA EIA Regulation as applied for in the exemption application, referenced "E12/2/4/5-E2/14-2017/11", from:

Regulation 16(1) of Government Notice No. R. 543 of 18 June 2010, which stipulates the following:

10th Floor, 1 Dorp Street, Cape Town, 8001 Private Bag X9086, Cape Town, 8000
Tel: +27 483 5833 / 3185 fax: +27 21 483 4372 www.westerncape.gov.za/eadp

TP

12 MAR 2013

"Before conducting basic assessment or S&EIR, an applicant must appoint and EAP at own cost to manage the application".

The said exemption is granted due to the municipality having the suitable in-house expertise to conduct the Basic Assessment process as prescribed in terms of the NEMA EIA Regulations, 2010.

The granting of this environmental authorisation and exemption (hereinafter referred to as the "environmental authorisation") is subject to compliance with the conditions set out in section E below.

A. DETAILS OF THE APPLICANT FOR THIS ENVIRONMENTAL AUTHORISATION

Overstrand Municipality
 c/o W Zybrands
 P O Box 20
 HERMANUS
 7200

Tel: (028) 313 8900
 Fax: (028) 313 1894

The abovementioned juristic person is the holder of this environmental authorisation and is hereinafter referred to as "the applicant".

B. LIST OF ACTIVITIES AUTHORISED

Government Notice No. R544 of 18 June 2010 –

Activity Number: 24

Activity Description:

The transformation of land bigger than 1000 square metres in size, to residential, retail, commercial, industrial or institutional use, where, at the time of the coming into effect of this Schedule or thereafter such land was zoned open space, conservation or had an equivalent zoning.

The abovementioned list is hereinafter referred to as "the listed activity".

The applicant is herein authorised to undertake the following alternative related to the listed activity:

The development entails the establishment of a light industrial development on Erven 2363 and 2366, Hermanus. The development will be put on tender by the Overstrand Municipality, after which the physical industrial development and associated components will cover 60 to 70% of the site.

of Chapter 7 of the Environmental Impact Assessment Amendment Regulations, 2010 detailed in section F below;

- 3.3 draw the attention of all registered interested and affected parties to the manner in which they may access the decision, and
- 3.4 publish a notice in the newspapers contemplated in regulation 54(2)(c) and (d), and which newspaper was used for the placing of advertisements as part of the Public Participation Process, that –
 - 3.4.1. informs all interested and affected parties of the decision;
 - 3.4.2. informs all interested and affected parties where the decision can be accessed; and
 - 3.4.3. informs all interested and affected parties that an appeal may be lodged against the decision in terms of Chapter 7 of the Regulations;
4. Seven calendar days notice, in writing, must be given to the competent authority before commencement of construction activities.
 - 4.1. The notice must make clear reference to the site details and EIA Reference number given above.
 - 4.2. The notice must also include proof of compliance with the following conditions described herein:

Conditions: 2, 3 and 13.
5. The holder is responsible for ensuring compliance with the conditions by any person acting on his behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.
6. Any changes to, or deviations from the scope of the description set out in section B above must be accepted or approved, in writing, by the competent authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the competent authority may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.
7. The applicant must notify the competent authority in writing, within 24 hours thereof if any condition herein stipulated is not being complied with.
8. The Environmental Management Programme ("EMP") submitted as part of the application for environmental authorisation is hereby approved and must be implemented.

An application for amendment to the EMP must be submitted to the competent authority if any further amendments are to be made to the EMP.

other than those mentioned above, and this may only be implemented once the amended EMP has been authorised by the competent authority.

The EMP must be included in all contract documentation for all phases of implementation.

9. A copy of the environmental authorisation and the EMP must be kept at the site where the listed activity will be undertaken. Access to the site referred to in section C above must be granted and, the environmental authorisation and EMP must be produced to any authorised official representing the competent authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein. The environmental authorisation and EMP must also be made available for inspection by any employee or agent of the applicant who works or undertakes work at the site.
10. The applicant must submit an application for amendment of the environmental authorisation to the competent authority where any detail with respect to the environmental authorisation must be amended, added, substituted, corrected, removed or updated. Further, the rights granted by this environmental authorisation are personal rights (i.e. not attached to a property, but granted to a natural or juristic person). As such, only the holder may undertake the activity authorised by the competent authority. Permission to transfer the rights and obligations contained herein must be applied for in the following manner:
 - 10.1. The applicant must submit an originally signed and dated application for amendment of the environmental authorisation to the competent authority stating that he wishes the rights and obligations contained herein to be transferred, and including (a) confirmation that the environmental authorisation is still in force (i.e. that the validity period has not yet expired or the activity was lawfully commenced with); (b) the contact details of the person who will be the new holder; (c) the reasons for the transfer; (d) an originally signed letter from the proposed new holder acknowledging the rights and obligations contained in the environmental authorisation and indicating that he has the ability to implement the mitigation and management measures and to comply with the stipulated conditions.
 - 10.2. The competent authority will issue an amendment to the new holder either by way of a new environmental authorisation or an addendum to the existing environmental authorisation if the transfer is found to be appropriate.
11. Non-compliance with a condition of this environmental authorisation or EMP may result in suspension of this environmental authorisation and may render the holder liable for criminal prosecution.
12. Notwithstanding this environmental authorisation, the holder must comply with any other statutory requirements that may be applicable to the undertaking of the listed activity.

13. The holder must appoint a suitably experienced environmental control officer ("ECO"), or site agent where appropriate, for the construction phase/ all phases/ of implementation before commencement of any land clearing or construction activities to ensure compliance with the EMP and the conditions contained herein.
14. The applicable requirements with respect to relevant legislation pertaining to occupational health and safety must be adhered to.
15. Should any heritage remains be exposed during excavations or any actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape (in accordance with the applicable legislation). Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape. Heritage remains include: archaeological remains (including fossil bones and fossil shells); coins; indigenous and/or colonial ceramics; any articles of value or antiquity; marine shell heaps; stone artifacts and bone remains; structures and other built features; rock art and rock engravings; shipwrecks; and graves or unmarked human burials.

A qualified archaeologist must be contracted where necessary (at the expense of the applicant and in consultation with the relevant authority) to remove any human remains in accordance with the requirements of the relevant authority.

F. APPEALS

Appeals must comply with the provisions contained in Chapter 7 of the NEMA EIA Regulations.

1. An appellant must –
 - 1.1. submit a notice of intention to appeal to the Minister, within 20 (twenty) calendar days of the date of the decision;
 - 1.2. submit the appeal within 30 (thirty) calendar days after the lapsing of the 20 (twenty) calendar days contemplated in regulation 60(1), for the submission of the notice of intention to appeal; and
 - 1.3. within 10 (ten) calendar days of having lodged the notice of intention to appeal, provide each person and organ of state registered as an interested and affected party in respect of the application, or the applicant, with –
 - 1.3.1. a copy of the notice of intention to appeal form; and
 - 1.3.2. a notice indicating where and for what period the appeal submission will be made available for inspection by such person, organ of state, or applicant, on the day of lodging it with the Minister, and that a responding statement may be made on the

appeal within 30 [thirty] calendar days from the date the appeal submission was lodged with the Minister.

2. A person, organ of state or applicant who submits a responding or answering statement in terms of regulation 63 must within 10 (ten) calendar days of having submitted the responding or answering statement, serve a copy of the statement on the other party.
3. If the person, organ of state or applicant fails to meet a timeframe with respect to the requirements as detailed above, the person, organ of state or applicant must immediately submit a written explanation to the Ministry providing a concise explanation for the non-compliance.
4. All notice of intention to appeal and appeal forms must be submitted by means of one of the following methods:
 - By post: Western Cape Ministry of Local Government, Environmental Affairs and Development Planning
Private Bag X9186
CAPE TOWN
8000
 - By facsimile: (021) 483 4174; or
 - By hand: Attention: Mr J. de Villiers
Room 305 A
3rd Floor Leeusig Building (Entrance at: Utilitas Building, 1 Dorp Street, Cape Town, 8001)
5. A prescribed notice of intention to appeal form and appeal form as well as assistance regarding the appeal processes is obtainable from the office of the Minister at: Tel. (021) 483 3721, E-mail Jaap.DeVilliers@westerncape.gov.za or URL <http://www.westerncape.gov.za/eagd>.

ANNEXURE 1: REASONS FOR THE DECISION

In reaching its decision, the competent authority, *inter alia*, considered the following:

- a) The information contained in the application form dated 27 January 2011 and received by the competent authority on 10 February 2011, the revised application form dated 18 May 2011 and received by the competent authority on 27 May 2011, the BAR dated 29 June 2011 received by the competent authority on 5 July 2012, the EMP submitted together with the BAR, and the additional information received by the competent authority on 4 February 2013, respectively;
- b) The information contained in the application form for exemption dated 19 September 2011 that was received on 26 September 2011;
- b) Relevant information contained in the Departmental information base, including, the Guidelines on Public Participation, Alternatives and Exemptions (dated October 2011);
- c) The comments received from interested and affected parties and the responses provided thereon, as included in the BAR dated 29 June 2011; and
- d) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

All information presented to the competent authority was taken into account in the consideration of the application for environmental authorisation. A summary of the issues which, according to the competent authority, were the most significant reasons for the decision is set out below.

1. Public Participation

The public participation process included:

- identification of and engagement with interested and affected parties;
- fixing a notice board at the site where the listed activity is to be undertaken on 25 October 2011;
- giving written notice to the owners and occupiers of land adjacent to the site and any alternative site where the listed activity is to be undertaken and the various organs of state having jurisdiction in respect of any aspect of the listed activity on 20 October 2011; and
- the placing of a newspaper advertisement in the 'Hermanus Times' on 20 October 2011.

At the end of the commenting period members of the public and an organ of state provided comments. One comment pointed out that an industrial development will negatively affect the value of a property adjacent to the site. This was based on the reasoning that it would be unacceptable for an industrial development to be established immediately adjacent to the recently improved property that would serve the upmarket residential use market.

The traffic and visual impacts that may result from the development were also questioned. In terms of traffic, it was specifically requested that the additional traffic generation must not inhibit access into the Gateway Centre. In terms of visual, it was specified that certain measures must be implemented in order to reduce the visual impact that the development will have on the surrounds, since the site is located in a visually prominent position at the entrance to Hermanus.

Another comment revealed that there exists no reason to believe that the proposed development will impact on heritage resources, and the necessary steps should be taken in the event that such resources are discovered.

The abovementioned comments were responded to as follows:

With respect to the comment that an industrial development will negatively affect the value of a property adjacent to the site it was specified that this is unfounded and no proof exist that this will occur. However, it was proposed that the development will be set back from the adjacent property and adhere to applicable architectural guidelines. In addition, it was emphasised that the industrial development will be located amongst existing industrial developments in the immediate surrounds.

Regarding the traffic concerns, it was mentioned that it will be possible to access the development from Mimosa Road as well as Industria Road and not just the Gateway Centre. As a further measure to alleviate the traffic numbers on the Gateway Centre, the upgraded bypass to Mountain Drive allows for the diversion of traffic before it enters the controlled access at the Gateway Centre.

Regarding the visual impacts it was reiterated that the site is protected by the street building lines which includes extensive setbacks. Care will also be applied to the landscaping and architectural design of the development.

This Directorate is satisfied with the public participation process followed and that it met the necessary legal requirements. The concerns raised by interested and affected parties were responded to and adequately addressed during the public participation process. Specific management and mitigation measures have been considered in this environmental authorisation and in the EMP to adequately address the concerns raised.

2. Alternatives

Site Alternative 1 (Herewith authorised)

This alternative entails establishing the proposed industrial development on Erven 2363 and 2366, Hermanus. This is the preferred site alternative, as it was the only suitably located land to accommodate industrial development.

Site Alternative 2 (Rejected alternative)

This alternative entails establishing the proposed industrial development on vacant land that is located in the Zwellhle township. This site alternative was however rejected since the said land has already been earmarked for housing projects in terms of the Provincial Housing Department.

"No-Go" Alternative

The "no-go" alternative refers to maintaining the "status quo", which was found to be unfeasible. The economic opportunity for the industrial development to create employment and also generate income for the Municipality to address housing backlog will be lost.

3. Impacts, assessment and mitigation measures

3.1. Activity Need and Desirability

The greater area of Hermanus is in need of industrial development. This would allow for the town to extend / diversify its economy base.

The proposed erven are located adjacent an area zoned for industrial purposes, light industry and commercial enterprises. The subject development is therefore ideally situated to stimulate development within the area and will also advance in densifying the existing CBD, thereby resulting in optimal land use. The subject properties also have existing services that will be used for the industrial development.

3.2. Regional/ Planning Context

The site is zoned as Public Open Space. An application must be submitted in terms of the Land Use Planning Ordinance, 1985 (Ordinance No. 15 of 1985) ("LUPO") for rezoning in order to permit the development.

The local plans, i.e. Hermanus sub-regional Spatial Development Framework (2000), The Overstrand Spatial Development Framework (2006), Overstrand Densification Strategy identifies the subject properties as public open space that are also earmarked for industrial development. The plans furthermore include the subject properties inside the urban edge.

Based on the evaluation of the existing urban context, the subject properties has excellent connectivity to a major access road and is located close to residential areas from where labour / employment can be sourced.

3.3. Services/ Bulk Infrastructure

Water, waste management and power supply will be acquired from the municipality. In terms of water, the site is connected to the existing water supply network. The development will also make use and can easily be connected to an existing 150mm sewer line. An electrical network exists on the site.

Access to the development will be gained from the existing internal road network in the industrial area with additional access which will lead from the site to the Main Road/ the R43, Momosa Street and Industria Street.

3.4. Biophysical

The site has a solid geological composition comprising of sandstone of the Table Mountain Group. The site is transformed and comprises of built up surfaces and some patches of Kikuyu grass. With the exception of seasonal surface water, no streams of rivers or aquatic systems occur on the site. The site therefore has no biophysical elements that are conservation worthy. Little to no biophysical impacts can therefore be expected to occur.

3.5. Visual / Sense of Place

The development will occur in an existing built-up urban area. The immediate surrounds furthermore comprises of residential development located approximately 20m to the south and east of the site. In addition, the site is located within an area comprising of existing industrial development. As such, the development will not be out of character with the surrounding environment. To further reduce the visual impact, the development will be set back from the existing Main Road, implement landscaping and adhere to applicable architectural guidelines.

3.6. Heritage / Archaeological

No historical or archaeological material of significance occurs on the site.

3.7. Socio-economic

The development will create permanent and temporary employment during the construction and operational phases of the development. The development is in close proximity to the townships of Zwellihle and Mount Pleasant which has the highest unemployment figures in the greater Hermanus area.

National Environmental Management Act Principles

The National Environmental Management Act Principles (set out in section 2 of the NEMA, which apply to the actions of all organs of state, serve as guidelines by reference to which any organ of state must exercise any function when taking any decision, and which must guide the interpretation, administration and implementation of any other law concerned with the protection or management of the environment), *inter alia*, provides for:

- the effects of decisions on all aspects of the environment to be taken into account;
- the consideration, assessment and evaluation of the social, economic and environmental impacts of activities (disadvantages and benefits), and for decisions to be appropriate in the light of such consideration and assessment;
- the co-ordination and harmonisation of policies, legislation and actions relating to the environment;
- the resolving of actual or potential conflicts of interest between organs of state through conflict resolution procedures; and
- the selection of the best practicable environmental option.

In view of the above, the NEMA principles, compliance with the conditions stipulated in this environmental authorisation, and compliance with the EMP, the competent authority is satisfied that the proposed listed activity will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) and that any potentially detrimental environmental impacts resulting from the listed activity can be mitigated to acceptable levels.

-----END-----

ANNEXURE D – CONDITIONS OF APPROVAL

RESOLVED:

1. that in terms of Section 17 of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985) application for the rezoning of a portion of a road (Mussel Road) from Transport Zone II to Light Industrial Zone, **be approved**, subject to the following conditions:
 - (a) that the development be subject to conditions as per the Overstrand Municipality Zoning Scheme for Light Industrial Zone;
 - (b) that the Site Development Plan be submitted for approval before any Building Plan may be submitted;
 - (c) that a Landscaping Plan be submitted for approval;
 - (d) that the following must be taken into consideration when the Building Plan to considered:
 - (i) Placement of waste skids away from the existing developments eg. Mussel Centre and Mass Build buildings;
 - (ii) Design take due cognisance that the development is located at the entrance of the town;
 - (iii) Right-of-way servitude to the existing developments be taken into consideration with the design of the development;
 - (iv) A right-of-way servitude of 4m be registered against the new consolidated erf in title;
 - (v) that an area be allocated as Open Space within the development, and
 - (vi) that the Parking Layout must take due cognisance of existing developments.
 - (e) that the approval be subject to the conditions of approval of the Record of Decision (ROD) dated 12 March 2013;
 - (f) that all other development parameters, as prescribed in the relevant Zoning Scheme, be complied with, and
 - (g) that all conditions imposed in the Services Report, be complied with.

ANNEXURE E – DRAFT DEED OF SALE

DEED OF SALE**UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199 HERMANUS**

entered into between

OVERSTRAND MUNICIPALITY

herein represented by _____

in his capacity as Municipal Manager
(hereinafter called the **SELLER**)

and

OF _____(hereinafter called the **PURCHASER**)

WHEREAS the **SELLER** called for tenders for the sale of Municipal Property, being unregistered Erf 12199 Hermanus for community purposes

AND WHEREAS the Bid Adjudication Committee resolved on _____ that the tender be awarded to the **PURCHASER**, the minutes attached hereto marked annexure A;

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:

UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199 HERMANUS, in the Overstrand Municipality, Division of Caledon, Western Cape Province

located on the corner of Mussel Road and Main Road (R43), Hermanus

EXTENT: ±24 818 (Twenty four eight hundred and eighteen) SQUARE METRESAs indicated on surveyor general plan nr SG2281/2015 attached hereto marked Annexure B
(hereinafter called the “Property”)**2. PURCHASE PRICE**

2.1 The purchase price is the sum of R_____ (-----) (VAT included), being the tendered amount for the property.

2.2 A deposit equal to 10% of the full purchase price is payable within 10 days of date of

request in writing thereof by the **SELLER**.

- 2.3 The balance of the purchase price shall be paid to the **SELLER** on date of registration of the transfer of the property to the **PURCHASER**. The **PURCHASER** 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**) days after being requested thereto.
- 2.4 In the event of the purchase price being paid by the **PURCHASER** prior to registration of transfer it shall be paid to the transferring attorneys to be held in trust in an interest bearing account, interest to accrue to the **PURCHASER**, pending the registration of the transfer.
- 2.5 The **SELLER** is a vendor for the purposes of this transaction and accordingly Value Added Tax at the prescribed rate is payable on the purchase price.
- 2.6 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 property is sold as it stands, "voetstoots", and the **SELLER** shall not be responsible for any defects in the property either patent or latent. The property is moreover transferred 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 **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 the applicable legislation.

4. POSSESSION

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

5. RISK

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

6. RATES AND TAXES

The **PURCHASER** shall be responsible for rates, taxes and service charges (including availability fees) in respect of the property as from the date of registration of the transfer and shall pay such rates and taxes and service charges upon request by the transferring attorneys.

7. TRANSFER

- 7.1 Transfer shall be passed by the **SELLER's** attorneys, _____XXXXX____, Hermanus as soon as possible after fulfilment of the suspensive condition contained in this agreement.

8. COSTS

- 8.1 The **PURCHASER** shall pay the costs of this agreement and all costs of transfer (including transfer duty or VAT) and any further costs relevant thereto, to the **SELLER's** attorneys upon being requested to do so.
- 8.2 The **PURCHASER** will pay the costs of the required advertisement, placed in terms of Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) to the **SELLER** upon being requested to do so.
- 8.3 The **PURCHASER** and **SELLER** will each pay their own cost relating to this Deed of Sale, i.e. consultation fees, etc.

9. RIGHTS ON BREACH OF CONTRACT

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.

10. CANCELLATION

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.

11. SERVICING OF PROPERTY

11.1 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 thereof 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**. 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 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.

11.2 The bulk infrastructure must be constructed by the **PURCHASER**. Bulk infrastructure includes all services excluding the services required for the development itself. Bulk Services Levies will be payable by the **PURCHASER** according to the prescribed fees as contained in Council's budget, which fee varies from year to year. Bulk Services Levies will be payable together with the building plan approval fee.

11.3 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.

11.4 The **PURCHASER** shall at its own costs 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.

12. DOMICILLIA AND NOTICES

12.1 The parties choose *domicilia citandi et executandi* at their respective addresses set out in Schedule 1 hereto, at which addresses all notices and legal process in relation to this agreement or any action arising therefrom may be delivered and/or served.

12.2 Any notice given by one of the parties to the other ("the addressee") which:

12.2.1 is delivered by hand to the addressee's *domicilium citandi et executandi* shall be deemed to have been received by the addressee at the time of delivery;

12.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at its *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the 3rd business day after the date of posting;

12.2.3 is sent by fax or electronic mail to the addressee's *domicilium citandi et executandi* shall be deemed to have been received on the business day following the date of transmission thereof.

12.3 Either party shall be entitled on written notice to the other, to change its address as set out in Schedule A hereto to an address in the Republic of South Africa.

13. DISPUTE RESOLUTION

13.1 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.

13.2 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.

13.3 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.

14. ARBITRATION

14.1 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 13 above, shall be submitted to, and decided by arbitration on notice given by either party to the other.

14.2 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.

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

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

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

14.4 If agreement cannot be reached on whether the question in dispute falls under sub-clauses 14.3.1 or 14.3.2 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 :

14.4.1 determine whether the question in dispute falls under sub-clauses 14.3.1 or 14.3.2 and/or

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

14.5 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.

14.6 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.

14.7 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.

14.8 This clause shall survive the termination of this agreement.

15. GENERAL

15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 15.6 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.
- 15.7 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.
- 15.8 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
- 15.8.1 the singular shall include the plural and vice versa;
- 15.8.2 any one gender shall include the other gender; and
- 15.8.3 natural persons shall include juristic persons, trusts, partnerships and estates.
- 15.9 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 15.10 This agreement may:
- 15.10.1 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
- 15.10.2 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.

16. SPECIAL CONDITIONS

- 16.1 The property may only be used for the purpose which complies with the primary uses allowed in terms of the Overstrand Zoning Scheme, however the following uses will not be considered abattoir, scrap yard, mining, noxious trade, motor repair garage and workshop .
- 16.2 The development should comply with the provisions the applicable Scheme Regulations as promulgated, conditions of approval and the Environmental record of Decision.
- 16.3 A Site Development Plan in terms of the Overstrand Zoning Scheme be submitted, indicating Right of Way servitude and Service servitude, parking and building elevations for scrutiny by the Town Planning, Building and Engineering Departments for approval before any building plans be submitted.
- 16.4 A Service Agreement is entered into with the Overstrand Municipality before any groundwork may commence.
- 16.5 Should the **PURCHASER** not complete the development on the property within a period of 2 (TWO) years from date of the registration of transfer, which time period of 2 (TWO) years may on prior 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, ownership of the property thereof shall revert back to the **SELLER**, and the **PURCHASER**, or its successors in title, shall:
- 16.5.1 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
- 16.5.2 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
- 16.5.3 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 all the above mentioned conditions must be registered against the title deed of the property as a condition imposed by the Overstrand Municipality.**
- 16.6 Access to the property will be from such road that has been approved by the Director: Infrastructure and Planning, Overstrand Municipality.
- 16.7 All the required parking must be provided on-site. Parking must be provided as stipulated in the relevant Zoning Scheme
- 16.8 Coverage of 75% will be allowed on the property.

17. SARS DECLARATION

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**.

18. LEGAL PERSON AS PURCHASER

Should the **PURCHASER** be an incorporated company, a registered close corporation or other legal entity, 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**.

19. AGREEMENT BINDING ON SUCCESSORS IN TITLE

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.

20. SUSPENSIVE CONDITIONS

20.1 This Agreement is subject to the fulfillment 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.

20.2 Should the suspensive condition not be fulfilled within the time period afforded, or any extended period as agreed to upon in writing between the parties, the Agreement shall lapse and neither party shall have any claim against each other.

SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

DO NOT SIGN
On behalf of the **SELLER**

SIGNED at _____ on this _____ day of _____

Witnesses:

1. _____

2. _____

DO NOT SIGN
On behalf of the **PURCHASER**

ANNEXURE F – BULK INFRASTRUCTURE

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:
APPLICATION FOR REZONING, SUBDIVISION, CONSOLIDATION, ROAD AND
PARK CLOSURE : ERVEN 2353, 2363, 2364, 2366, 4798, 5568, 6264 AND A
PORTION OF MUSSEL STREET, HERMANUS (1615)**

Stormwater (SW)	:	According to the master plan by the developer
Electricity	:	According to the master plan
Water	:	According to the master plan
Sewer	:	According to the master plan
Roads and traffic	:	According to TIS

Conditions:

1. That a Bulk Services Contribution Levy (BICL) be paid by the developer to supplement municipal services and amenities in accordance with the relevant legislation and as determined by the Council. The BICL tariff is adjusted by Council annually. The total BICL payable will be the amount as determined by the BICL Policy and tariff at the date of **actual payment**. BICL amounts quoted in any document will normally be applicable to the particular year in which the document was compiled and Council will not be bound by the quoted amounts.
 - 1.1 **Developments containing Sectional Title Units/ Commercial Buildings** (non-free standing properties – property is not to be subdivided)

The BICLs are to be paid in full **prior** to submission of the building plans. Building Plans will not be accepted unless the BICL is paid in full.
 - 1.2 **Developments with free standing properties** (property that is subdivided and plots to be sold individually).

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

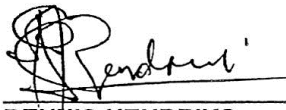
- 6.2 such costs shall be set-off against (part or full) development contributions payable in respect of engineering services;
- 6.3 to the extent that such costs exceed the development contributions payable, the Council will refund the developer the difference with interest calculated at the prime rate, 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. 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;
9. the "Guidelines for the Provision of Engineering Services in Residential Townships" (Blue Book), SABS 1200 specifications and the Design and Construction Standards for civil and electrical services of the Council to be used as the standard design and construction criteria with which such plans must comply;
10. the Director: Infrastructure and Planning to be notified in writing of all deviations from the Standard Design and Construction Criteria when plans are submitted for his approval and such deviations to be separately approved in writing by the Director: Infrastructure and Planning;
11. the successful completion of such works to be supervised and certified by an independent professional civil engineer/technologist i.e. a professional civil engineer/technologist who has no direct financial interest in the development, other than payment as standard professional fees for the work concerned; and
12. such independent professional civil engineer/technologist to furnish the Director: Infrastructure and Planning with satisfactory proof of his professional indemnity insurance to an amount which shall not be less than that required by the SAACE and which insurance shall be valid for the relevant contract and maintenance period;
13. that 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
14. 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;

15. 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;
16. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;
17. 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. at 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;
18. that the refuse collection area be constructed in accordance with the requirements of the Overberg District Municipality;
19. 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;
20. that the above stormwater management plan include the following:
 - 20.1. pre-development run-off from the catchment area;
 - 20.2. post-development run-off from catchment area;
 - 20.3. existing stormwater reticulation system and the capacity thereof;
 - 20.4. connection of internal stormwater reticulation system; overland escape routes;
21. that the connection to the stormwater reticulation system be provided according to the stormwater management plan, by the developer and approved by Overstrand Municipality;
22. that the developer apply for a temporary water connection at Overstrand Municipality's Finance Department, before commencement of construction;
23. that the developer apply for a bulk water connection on the prescribed application form, at Overstrand Municipality's Finance Department and that

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the installation of the bulk water meter, by the developer, be done under the supervision of the Operational Manager, Hermanus;

24. that the connection to the main water line only be done by the Operational Department, after payment of the connection fee, by the developer;
25. that no off-street parking will be allowed;
26. 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

23 March 2011
DATE

ANNEXURE G – PARKING REQUIREMENTS

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Province of the Western Cape: Provincial Gazette Extraordinary 7203

29 November 2013

CHAPTER 17: PARKING, LOADING AND INFRASTRUCTURE

17.1 PARKING REQUIREMENTS

Off-street parking requirements

17.1.1 The following off-street parking requirements apply unless otherwise stated in this zoning scheme:

- (a) In cases where parking requirements are not stipulated for a particular use, or in terms of a specific condition imposed by the Council, parking shall be provided at a minimum ratio in accordance with the following Table titled "Minimum Off-Street Parking Requirements";
- (b) The Council shall determine off-street parking requirements for land uses not stipulated in the table "Minimum Off-Street Parking Requirements"; and
- (c) Off-street parking shall be provided:
 - (ii) On the property for which the parking is required;
 - (ii) Subject to the Council's approval, in public parking facilities available in the vicinity; or
 - (iii) In accordance with 17.1.2.

Alternative parking supply

17.1.2 As an alternative to compliance with the off-street parking requirements in terms of this zoning scheme, an owner may with the approval of the Council:

- (a) Acquire an area of land sufficient for the permanent parking requirements elsewhere in a position approved by the Council; or
- (b) Acquire permanent rights to a parking facility or portion of a parking facility elsewhere in a position approved by the Council; and shall register a notarial deed of servitude against such land or parking facility to link the properties concerned for the purpose of parking, and the owner shall cause the parking concerned to be constructed and maintained at his cost to the satisfaction of the Council. The cost of registration of the servitude shall be borne by the owner; or
- (c) Pay Council the amount to the value of the parking to be provided, in accordance with the zoning concerned, together with the construction cost, in cases where the provision of parking is precluded in terms of other legislation or site specific constraints or a contribution is made to an approved Council parking fund or project for the provision of parking.

Combined parking requirements

17.1.3 Where two or more land uses share a common parking area, the Council may reduce the amount of parking that would be required to be provided for the independent uses; provided that:

- (a) The Council is satisfied that the utilisation of the same parking area by different activities, is not concurrent; and

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- (b) Bays intended for combined use may not subsequently be reallocated to selected uses, without the approval of the Council.

Minimum off-street parking requirements

Land use	Standard areas
Dwelling house	2 on site parking bays per dwelling unit provided that on erven less than 400m ² only one on site parking bays needs to be provided.
Second dwelling	1 bay
Group dwelling/town housing	1 bay per dwelling unit plus 1 bay per dwelling for visitors
Flats	1.5 bays per 1 bedroom dwelling unit 2 bays per 2 and more bedroom dwelling units
Bed and breakfast establishment	2 bays per establishment (owner/manager) 1 bay per guest room
Boarding house, Guest house	1 bay per bedroom/2 persons accommodated
Hotel	1 bay per bedroom plus an additional 10 parking bays per 100m ² of public access areas
Retirement home	1 bay per bedroom plus 0,25 bays per frail care bed
Crèche	1 bay per 10 children plus stop & drop facility where a crèche makes provision for more than 20 children
School	1 bay per classroom or office plus a stop and drop facility
Place of instruction (tertiary education facility)	0,5 bays per student plus 1 bay per classroom or office
Place of assembly/entertainment/funeral parlor	1 bay per 4 seats
Recreation, sport	1 bay per 4 seats or persons
Hospital/clinic (general and private)	1 bay per bed plus 4 bays per consulting room
Medical consulting rooms	6 bays per 100m ² GLA
Supermarket/shopping centre	6 bays per 100m ² GLA
Shops/offices/restaurants	6 bays per 100m ² GLA
Conference centre	1 bay per 2 seats
Place of worship	1 bay per 6 seats

GLA means Gross Leasable Area

Minimum off-street parking requirements (Cont.)

Land use	Standard areas
Motor showroom	2 bays per 100m ² GLA and 2 bays per 100m ² outdoor display area
Motor repair garage/service station/car wash/service centre	2 bays per service bay plus 2 bays per 100m ² GLA
Motor fitment centre	2 bays per service bay plus 2 bays per 100m ² GLA
Car wash	4 bays per service bay plus 2 bays per 100m ² GLA
Industry	2 bays per 100m ² GLA
Warehouse/storage	2 bays per 100m ² GLA

GLA means Gross Leasable Area

17.1.4 The following minimum requirements shall apply to parking bays:

- (a) A parking bay shall measure a minimum 2,5 m in width and a minimum 5,0 m in length; and
- (b) Covered parking areas shall have a minimum headroom of 2,3 m.

Parking for the disabled

17.1.5 Other than in the single residential zones, parking that is capable of use by physically disabled persons must be provided on any land unit, to ensure easy and convenient access for physically disabled persons to services and facilities generally open and accessible to the public, and to residential uses.

17.1.6 In any parking facility serving the public, parking for physically disabled persons shall be provided in accordance with the following table "Physically Disabled Accessible Parking".

Physically disabled accessible parking

Total no of parking bays	Required number of bays accessible to the physically disabled
1-10	1
11-50	2
51-100	4
101-150	6
151-200	8
For every additional 100 bays	2 additional parking bays

17.1.7 Parking for the physically disabled shall comply with the following requirements:

- (a) Parking bays shall be a minimum of 4,0 m in width and 5,0 m in length;

- (b) Parking and access aisles shall be level;
- (c) Parking bays shall be located as near as possible to accessible building or site entrances and shall be located to provide convenient access to curb ramps;
- (d) Each parking bay reserved for physically disabled persons shall be marked on the parking surface with the International Symbol of Accessibility;
- (e) Additional signage indicating the parking bay as reserved for the exclusive use by physically disabled persons may be required by the Council; and
- (f) Where five or less parking bays are provided, at least one bay shall be 4,0 m wide and marked to provide a parking bay of 2,5 m with an access aisle 1,5 m, but the bay need not be reserved exclusively for physically disabled persons.

17.1.8 Physically disabled accessible parking provided in terms of this section shall count toward fulfilling off-street parking requirements.

Motorcycle and bicycle spaces

17.1.9 The Council may require that parking be provided for motorcycles and bicycles.

17.1.10 For every four motorcycle and six bicycle parking spaces provided, a credit of one parking bay may be given towards the parking requirements; provided that:

- (a) The total credit shall not exceed 2,5% of the parking bays required;
- (b) The minimum dimension for a motorcycle space shall be 2,2 m in length and 1,0 m in width; and
- (c) The minimum dimension for a bicycle space shall be 2,0 m in length and 0,6 m in width.

17.1.11 Signage, bollards and racks, or other devices for storing bicycles and motorcycles shall be installed to the satisfaction of the Council.

Parking layout plan.

17.1.12 The Council may require a parking layout plan to be submitted, indicating the way in which it is intended that motor vehicles shall park, the means of entrance and exit, and landscaping proposals.

17.1.13 The Council may approve or disapprove the parking layout plan and impose conditions of approval.

17.2 LOADING BAYS

Loading bays

17.2.1 The minimum off-street loading requirements are 1 bay per 500 m² for the first 1 000 m² of GLA, thereafter 1 bay per 1 000 m²; provided that:

- (a) Council may, for the purposes of preventing the obstruction of traffic on any public street or road adjacent to a land unit, require specific provision for the loading,

- offloading or refueling of vehicles that are likely to occur on the land unit under normal circumstance;
- (b) Facilities for the loading, offloading or refueling of vehicles shall be provided by the owner to the satisfaction of Council, and no loading, offloading or refueling of vehicles shall be permitted other than in accordance with proposals as approved by the Council;
- 17.2.2 The following minimum requirements shall apply to loading bays:
- (a) A loading bay shall measure not less than 4,5 m x 10,0 m for perpendicular loading and 2,5 m x 12,0 m for parallel loading;
- (b) No entrance or exit way to be used for loading shall be less than 3,0 m in width and no combined entrance and exit way shall be less than 6,0 m in width; and
- (c) Covered loading areas shall have a minimum headroom of 3,7 m.

12. FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

SALE OF UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199 HERMANUS FOR INDUSTRIAL PURPOSES.

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 aforesaid 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.

THE TOTAL OFFER FOR THE SALE OF UNREGISTERED CONSOLIDATED THREE ERVEN WHICH CONSTITUTE ERF 12199 HERMANUS FOR INDUSTRIAL PURPOSES INCLUSIVE OF VAT IS:	
In figures	R
In Words	

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.

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 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 #.

Payment of 10% (ten percent) of the agreed purchase price is required and payable within 7 business days of signature of the deed of sale. The successful bidder shall be obliged to furnish the Municipality within 14 days after being requested thereto 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.

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:		

13. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



**PART C – MOST IMPORTANT ASPECTS OF THE
ADMINISTRATION OF IMMOVABLE PROPERTY
POLICY OF THE OVERSTRAND MUNICIPALITY**

1. MOST IMPORTANT ASPECTS OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF THE OVERSTRAND MUNICIPALITY

GENERAL PRINCIPLES

2. The Municipality may:
- (a) alienate or let or permit to be built upon, occupied, enclosed or cultivated any immovable property owned by the Municipality;
 - (b) grant a servitude, way leave, encroachment or other rights on any immovable property of which the Municipality is the owner
 - (i) subject to this policy document and the provisions of applicable legislation; or
 - (ii) unless it is precluded from so doing by law or the conditions under which such property was acquired by the Municipality.

DISPOSAL OR TRANSFER OF IMMOVABLE PROPERTY

5. The Municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a municipal immovable property needed to provide the minimum level of basic services, save where the transfer is to another organ of state, as provided for in section 14(6) of the MFMA read with Regulation 24 in Chapter 3 of the MATR.
6. A decision by the municipal council that a specific immovable property is not needed to provide the minimum level of basic municipal services, may not be reversed by the Municipality after that immovable property has been sold, transferred or otherwise disposed of in accordance with Section 14(3) of the MFMA.
7. Any transfer of ownership of immovable property must be fair, equitable, transparent, competitive and consistent with the supply chain management policy of the Municipality in accordance with Section 14(5) of the MFMA.

CONDITIONS OF SALE

27. All costs pertaining to a transaction shall be borne by the successful bidder/purchaser, 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.
28. 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 alienation of the immovable property, all related costs shall be for the account of the successful bidder/purchaser.
31. Save with prior approval, the immovable 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.
32. The agreement of sale shall be finalised and concluded within 120 days from the date of the Municipality's official written request and registration must be affected within 120 days of signature of the agreement by both parties; failure to comply shall cause the sale to lapse.
34. A 10% deposit will be due and payable by the purchaser/successful bidder upon signature of the deed of sale.
35. Interest on the purchase price must be charged by the Municipality should payment or transfer be delayed due to an action or failure on the part of the successful bidder/ purchaser.