



TENDER NO.: SC 1760/2017

**SALE OF AS YET UNREGISTERED CONSOLIDATED ERF 4081 GANSBAAI FOR
THE DEVELOPMENT OF A HOSPITAL**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 62):	

FEBRUARY 2017

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Anja Kotze
Manager: Property Management
Tel. Number: 028 316 3724

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:	SC1760/2017					
TENDER TITLE:	SALE OF AS YET UNREGISTERED CONSOLIDATED ERF 4081 GANSBAAI FOR THE DEVELOPMENT OF A HOSPITAL					
CLOSING DATE:	2017/03/17		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	3	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	A Kotze	028 316 3724
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	A Moore	028 313 8974
	L du Preez	028 313 8147

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**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	
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	
Declaration by Bidder 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 1760/2017****SALE OF AS YET UNREGISTERED CONSOLIDATED ERF 4081 GANSBAAI, FOR THE DEVELOPMENT OF A HOSPITAL**

Tenders are hereby invited for the **Sale of as yet Unregistered Consolidated Erf 4081 Gansbaai, for the Development of a Hospital.**

Tender documents, in English, are obtainable from **Friday, 10 February 2017**, 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 document may be downloaded free of charge from the website: www.overstrand.gov.za .

Sealed tenders, with “**Tender No.:SC 1760/2017: Sale of as yet Unregistered Consolidated Erf 4081 Gansbaai for the Development of a Hospital.**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **Friday, 17 March 2017** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **Anja Kotze** at telephone number: **028 316 3724**.

3. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.		Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, 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.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

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

2. CLOSE CORPORATION (CC)

- 2.1. 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.
- 2.2. A valid resolution must be signed by:
- 2.2.1. Majority members; or
 - 2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or
 - 2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

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

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



4. PARTNERSHIP

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

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

Full name of partner	Signature

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

5. CONSORTIUM / CLUB / TRUST / ETC.

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 bid and any other documents and correspondence
in connection with this bid and / or contract for and on behalf of the consortium.

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

6. JOINT VENTURE

We, the undersigned, are submitting this bid 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 bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

4. GENERAL CONDITIONS OF TENDER

1. GENERAL

- 1.1. All bids must be submitted in **handwriting** on the official forms supplied (**not to be re-typed**)
- 1.2. No alterations /corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Alterations/corrections may only be executed as follows:
 - 1.3.1. Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every alteration/correction.
 - 1.3.2. Bid submissions with material alterations / corrections not in compliance with the requirements as described above, will be rejected.
 - 1.3.3. All alterations to the pricing schedule / Bill of Quantities (BoQ) and / or any pricing not in accordance with clause 1.3.1 above, will be rejected.

2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
 - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
 - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
- 4.2. The bid boxes are in the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.

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- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 28cm x 2.5cm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

5. BID OPENING

- 5.1. Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.3. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. BIDS WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capability to execute the contract; and
- 6.4. PPPFA & associated regulations

7. TEST FOR RESPONSIVENESS:

- 7.1. A Bids will be considered non-responsive if:
 - 7.1.1. the bid is not in compliance with the specifications;
 - 7.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 7.1.3. the bidder has failed to clarify or submit any supporting documentation within 2-5 business days of being requested to do so in writing.
- 7.2. The Municipality reserves the right to accept or reject:
 - 7.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
 - 7.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 7.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 7.3. The bidder shall declare ALL the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity/capacities is/ are responsible or co-responsible for;.
 - 7.3.1. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

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8. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

9. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROSES:

- 9.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 9.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

10. INVOICES

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

10.1. Legal requirements for invoices

10.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

10.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word '**INVOICE**' in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Overstrand Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

10.1.1.2. **VAT/Tax invoice (VAT registered)** An example of a valid Tax Invoice is attached as **Annexure C**.

- a) Word '**TAX INVOICE**' in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Overstrand Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

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11. PAYMENT TERMS

- 11.1. It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 11.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 11.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**¹ on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

12. PRECEDENCE OF TERMS AND CONDITIONS

- 12.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
- 12.1.1. The following precedence will apply to documentation and legislation during the bidding process and after award of a bid to a bidder:
- 12.1.1.1. Municipal Financial Management Act 56 of 2003
- 12.1.1.2. Municipal Supply Chain Management Regulations
- 12.1.1.3. Supply Chain Management policy
- 12.1.1.4. Specifications of the bid document
- 12.1.1.5. Special Conditions of Contract
- 12.1.1.6. General Conditions of Contract
- 12.1.1.7. Service Level Agreements/ Service Delivery Agreements
- 12.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

¹ SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

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5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue 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 or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. 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. 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.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder’s tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing		
1	Tax Reference Number:	
2	Tax Compliance Status Pin:	
3	Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Overstrand Municipality Supplier’s Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

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6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative								
3.2.	Identity number								
3.3.	Position occupied in the company (director, shareholder³ etc.)								
3.4.	Company registration number								
3.5.	Tax reference number								
3.6.	VAT registration number								
3.7.	Are you presently in the service of the state?	YES		NO					
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO					
3.8.1.	If so, furnish particulars:								

² MSCM Regulations: "in the service of the state" means to be –

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

³ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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



3.14.	Please provide the following information on ALL directors / shareholders / trustees / members below:		
full name and surname	identity number	personal income tax number	Provide State ⁴ employee number <u>(Only to be completed if in the service of the State)</u>

NB:

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

4. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

⁴ **MSCM Regulations: "in the service of the state" means to be –**

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



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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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:			



8. 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).⁵ 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;

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



- 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 consortium⁶ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 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			

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



9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder 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 bidder 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(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

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



PART B – SPECIFICATIONS AND PRICING

10. SPECIFICATIONS

SCOPE OF TENDER**1. INTRODUCTION**

- 1.1. The Overstrand Municipality has decided to dispose of the property known as yet Unregistered consolidated Erf 4081 Gansbaai, 2,25ha in extent, for a the development of a hospital / frail care facility. Unregistered consolidated Erf 4081 Gansbaai consists of a consolidation of Unregistered Erf 4080 (a portion of Erf 611) Gansbaai and Erf 3905 (a portion of Erf 611) Gansbaai.
- 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 document 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 bid evaluation and bid 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, 7 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 H to the tender documentation, will be entered into with the successful bidder as soon as possible after the tender has been awarded and any objection period has lapsed. 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 the Deed of Sale attached 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. Interest on the purchase price, as from date of signature of this agreement until date of registration of the transaction in the Deeds Office, will be charged by the Municipality and payable by the successful bidder should payment or transfer be delayed due to an action or failure on the part of the successful bidder.
- 2.8. 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 Certificates of Registered Title and/or Certificate of Consolidated title if necessary, and subsequent transfer.

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CAPACITY		DATE	
NAME OF FIRM			



2.9. 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.

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

- 3.1. The site is situated on the corner of Main Road and Riet Street, Gansbaai. (See locality map attached hereto marked **Annexure A**)
- 3.2. The property may only be used for development of a hospital and if requested other related purposes together **with** the hospital as indicated in Paragraph 4.2 below.

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1. **Erf no. and size:** As yet Unregistered consolidated Erf 4081 Gansbaai, 2,25ha in extent.
- 4.2. The approved surveyor general diagrams of the subdivision and consolidation are attached per **Annexure B**.
- 4.3. **Zoning status:** The current zoning of the property is Business Zone 2: General Business with a consent use for a hospital/frail care facility and departure permitting Bulk Zone 1 development parameters pertaining to coverage, floor factor and number of storeys.
- 4.4. The surrounding land uses vary and include business, authority and residential use.

5. DEVELOPMENT PARAMETERS

5.1. Development Directives

The property is zoned for Business Zone 2: General Business with a consent use for a hospital/frail care facility and departure permitting Bulk Zone 1 development parameters pertaining to coverage, floor factor and number of storeys.

5.2. Non-Developable area

- 5.2.1. The property is earmarked for the development of a hospital and other related purposes together **with** the hospital.
- 5.2.2. Development should comply with the provisions of the relevant Scheme Regulations as promulgated.

5.3. Accesses and Road provision

The property is located on the corner off Main Road and Riet Street, Gansbaai. Access to the property will be from such road that has been approved by the Director: Infrastructure and Planning, Overstrand Municipality.

5.4. Not Allowed

Any use other than that mentioned in paragraph 4.2 above.

5.5 Allowed Uses

The property may only be used for the purpose which complies with the limited primary and consent uses as per paragraph 4.2 above.

5.6 Parking

All the required parking must be provided on-site. Parking must be provided as stipulated in the relevant Zoning Scheme with permanent surfaces and lay-out to the satisfaction of the Department: Operational Services.

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



5.7 Coverage

100%

5.8 Floor Factor

3

5.9 Storeys

4 storeys

5.10 Height

10.5m

5.11 Building lines

5.11.1 Street building line: 0m, provided that where any Business Zone 3 abuts another zone, the side building line is 3.0m.

5.11.2 Side building line: 0m, provided that where any Business Zone 3 abuts another zone, the side building line is 3.0m.

5.11.3 Rear building line: 0m, provided that where any Business Zone 3 abuts another zone, the rear building line is 4.5m.

5.12 Site Development Plan

In accordance with the conditions of approval as per Annexure C, the Overstrand Zoning Scheme, inclusive of parking, building elevations, and heritage considerations.

6 INFRASTRUCTURE

6.1 A service agreement for all services including water, sewerage, electricity, storm water and refuse removal services will be finalized with the Senior Manager: Engineering Services for signature by the successful bidder after the tender is awarded and before commencement of the development. The development must comply with the conditions as set out in the services report attached hereto as Annexure D.

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

6.3 Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This fee varies from year to year. Bulk services levies must be paid in full prior to the submission of the building plans.

7 SUBMISSION REQUIREMENTS AND EVALUATION

Minimum Requirements:		Please indicate with and "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:				
7.1.1	guarantee by a registered financial institution; and/or				
7.1.2	financial statements, and/or				
7.1.3	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 and "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 FURTHER CONDITIONS

- 8.1 A detailed Site Development Plan in accordance with the provisions of the Scheme Regulations must be submitted for approval by the Municipality prior to submission of the building plans.
- 8.2 Building plans must be submitted to the Building Department for approval before any construction may commence. The Building Department may stipulate any further conditions at that stage.
- 8.3 All the conditions of Telkom and the Department of Transport and Public Works (attached as Annexures E and F) be complied with.
- 8.4 All the conditions imposed by the Overstrand Municipality: Operational Services Department be complied with A copy of these conditions is attached hereto marked Annexure G.
- 8.5 Any signage on the property must comply with the Municipal By-law on signage.
- 8.6 Commercial rates and service tariffs, as determined by the annual budget, is applicable.
- 8.7 The proposed hospital must comply with Health and Safety legislation.
- 8.8 The successful bidder shall be liable for any costs involved should it be necessary to obtain an Environmental Impact Assessment report for the proposed development.
- 8.9 The successful bidder shall be liable for any costs involved should it be necessary to obtain any required approvals in terms of the Heritage Act for the proposed development.
- 8.10 The Overstrand Municipality shall not be required to point out the boundary beacons of the properties 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 price for the property is R1,912,500.00 (VAT inclusive), being R850,000.00 per hectare (VAT inclusive).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ANNEXURE A – LOCALITY MAP



SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ANNEXURE B – DIAGRAMS

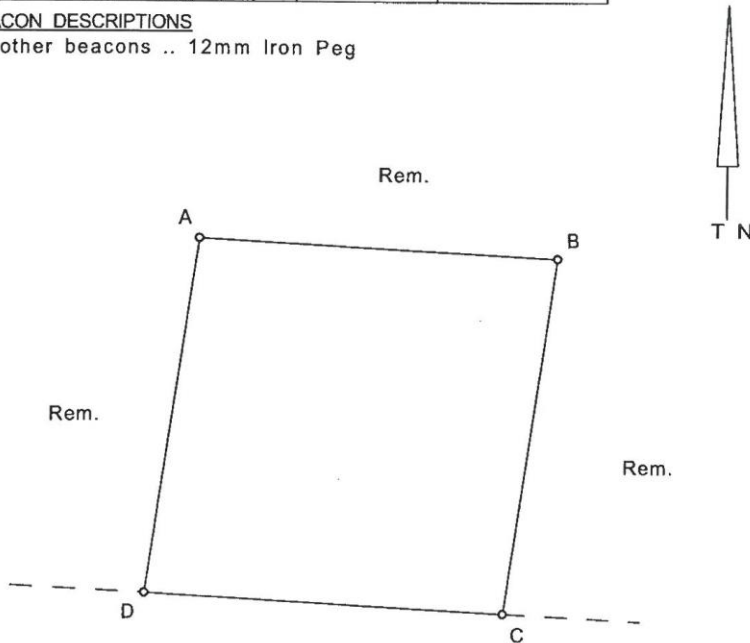
CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE 06 JUN 2013

Town & Country, Pr. Land Surveyors, Bredasdorp

SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES System: WG 19° X			SG No. 1096/2013	
		Y	X			
		Constants	0,00	+3 800 000,00	Approved <i>Stow Abong</i> for SURVEYOR-GENERAL 05 JUN 2013	
A B	100,00	273.05.40	A	-32 337,44		+27 742,43
B C	100,41	8.14.00	B	-32 437,29		+27 747,83
C D	100,00	93.05.50	C	-32 422,91		+27 847,21
D A	100,40	188.14.10	D	-32 323,06		+27 841,80
TR7 Danger Point			Δ	-34 795,51	+29 420,48	
TR128 De Kelders			Δ	-33 437,61	+25 964,07	

BEACON DESCRIPTIONS

All other beacons .. 12mm Iron Peg



Erf 210

Scale: 1/ 1500

The figure A B C D

represents 1,0000 hectare~~s~~ of land being

ERF 3905, portion of Erf 611 GANSBAAI

situate in the Overstrand Municipality
 Administrative District of Caledon
 Province of Western Cape
 Surveyed by me in May 2013

PLS 1141 F. Truter
 Professional Land Surveyor

This Diagram is annexed to No.	The original diagram is S.G. No. 5139/1972	File No.: S/2326 Vol 6
Dated	Transfer No. 1973- -13773	S.R. 509/2013
Registrar of Deeds		Comp. AI-5BC/W51(499) LPI C0130009

Gansb Erf 3905

THIS PLAN IS SUBJECT TO CONDITIONS REFERRED TO IN REG-11(6) OF ACT 21/1940.

APPROVED IN TERMS OF SECT. 26 OF CAP. 7:1 (1) OF ACT 108 OF 1977
 Erf 611, Gansbaai
 DATE 8 October 2010

SECTION 17(1)(c) OF ACT 94 OF 1978
 (c)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE: 22 DEC 2016

APPROVED SUBJECT TO SIMULTANEOUS REGISTRATION OF THIS PORTION IS SUBJECT TO CONDITIONS REFERRED TO IN SECT. 11 (9) OF ACT 21/1940.

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

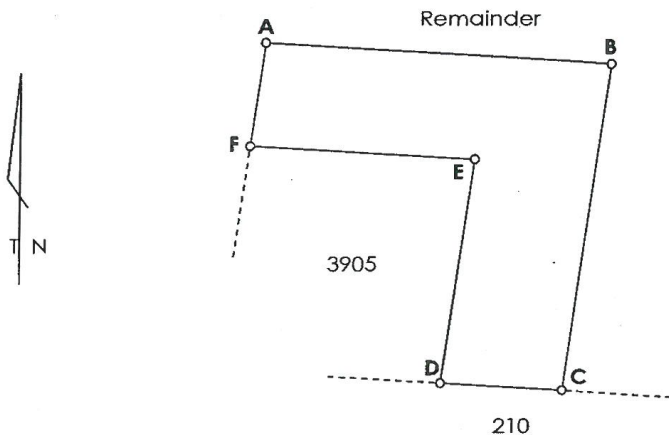
Approved i.t.o. Section 16(2) of Municipal Bylaw of Act 3/2014
 Ref: G.G.S
 Date: 17 December 2016

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X	S.G. No. 2710/2016	
			± 0.00	± 0.00
AB 153.99	273 05 40	A	-32 344.07	+3 827 696.62
BC 146.69	8 14 00	B	-32 497.84	+3 827 704.94
CD 54.00	93 05 50	C	-32 476.83	+3 827 850.12
DE 100.41	188 14 00	D	-32 422.91	+3 827 847.20
EF 100.00	93 05 40	E	-32 437.29	+3 827 747.83
FA 46.29	188 14 10	F	-32 337.44	+3 827 742.43
Danger Point (7) Δ			-34 795.51	+3 829 420.48
De Kelders (128) Δ			-33 437.61	+3 825 964.07

Approved
Koller
 for
 SURVEYOR-GENERAL
 22.12.2016

Description of Beacons
 All beacons - 12mm iron peg

Included in consol
 Dgm No. 2711/2016; Erf 4081



Scale 1:2500

The figure represents 1.2500 hectares of land being

ERF 4080 (A PORTION OF ERF 611) GANSBAAI

Situate in Overstrand Municipality
 Administrative District of Caledon
 Province of Western Cape
 Surveyed in December 2016 by me

NA Clark

NA Clark
 Professional Land Surveyor
 Registration Number PLS 1072

This diagram is annexed to	The original diagram is	File : S/2326 v.6
No.	S.G. No. 5139/1972	S.R. : 1461/2016
d.d. :	Transfer 1973. .13773	G.P. :
i.f.o.		Comp. AI-5BC/W51(499)
Registrar of Deeds		LPI C0130009

Erf 4080 Gansbaai

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 DATE 22 DEC 2016

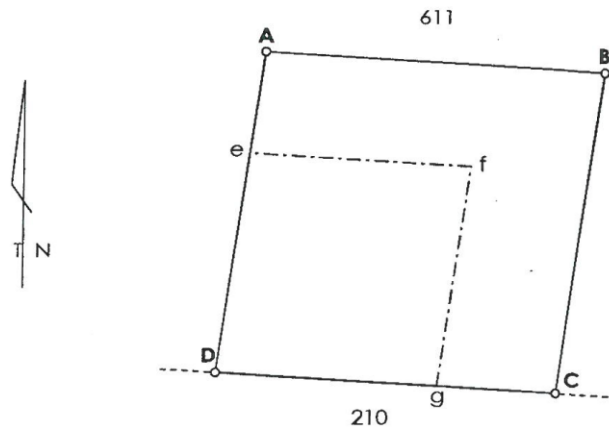
Component:

1. The figure ABCgfe represents Erf 4080 Gansbaai, vide Dgm.No.2710 /2016 annexed to D/T
2. The figure efgD represents Erf 3905 Gansbaai, vide Dgm.No.1096/2013 annexed to D/T

S.G. No.
2711/2016

Approved

for
SURVEYOR-
GENERAL
22.12.2016



Scale 1:2500

The figure ABCD represents 2.2500 hectares of land being

ERF 4081 GANSBAAI (Comprising 1 and 2 as above)

Situate in Overstrand Municipality
Administrative District of Caledon
Province of Western Cape
Compiled in December 2016 by me

NA Clark
Professional Land Surveyor
Registration Number PLS 1072

Approved i.to. Section 16(2)
 of Municipal Bylaw of Act 3/2014
 Ref. 611 G.G.R.
 Date: 7 December 2016

This diagram is annexed to No. d.d. : i.f.o. Registrar of Deeds	The original diagrams are as indicated above.	File : S/2326 v.6 S.R. Compiled G.P. : Comp. AI-5BC/W51(499) LPI C0130009
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Erf 4081 Gansbaai

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ANNEXURE C – TOWN PLANNING APPROVAL

Navrae:
Enquiries: SW vd Merwe (Senior Town Planner)

Lêerreferensie:
File Reference: 611 GGB (3430)

Datum:
Date: 11 November 2016



Overstrand Municipality
HERMANUS

Dear Sir

DECISION LETTER TO APPLICANT

ERF 611, CORNER OF MAIN ROAD AND RETIEF STREET, GANSBAAI, OVERSTRAND MUNICIPAL AREA : PROPOSED SUBDIVISION, REZONING, CONSENT USE, CONSOLIDATION AND DEPARTURE

1. The above application refers.
2. The Authorised Employee (Senior Manager: Town- and Spatial Planning), on 8 November 2016, **approved**, your application in terms of Section 62 of the Overstrand By-Law on Municipal Land Use Planning.
3. The Resolution with conditions are as follows:

RESOLVED :

1. *that in terms of Section 16(2)(d) of the Overstrand Municipality By-Law on Municipal Land Use Planning, 2016 the application for the subdivision of Erf 611, Gansbaai into two portions, namely Portion A approximately 1,25 ha and a Remainder approximately 7,32 ha in extent, **be approved**;*
2. *that in terms of Section 16(2)(a), (o) & (b) of the Overstrand Municipality By-Law on Municipal Land Use Planning, 2016 the applications for rezoning of the newly created Portion A from Open Space Zone 3 : Private Open Space to Business Zone 2 : General Business, consent use (hospital/traill care facility) and departure (permitting bulk zone 1 parameters pertaining to coverage, floor factor, and number of storeys), **be approved**;*
3. *that in terms of Section 16(2)(e) of the Overstrand Municipal By-Law on Municipal Land Use Planning, 2016, the application for consolidation of Portion A with unregistered Erf 3905, Gansbaai in order to create a consolidated erf of approximately 2,25 ha, **be approved**;*
4. *that the approvals in paragraphs 1., 2. and 3. above be subject to the following conditions:*

Tel: 028 313 8900
Fax: 028 313 2093
E-mail : skita@overstrand.gov.za

PO Box 20 / Posbus 20
HERMANUS
7200

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- (a) that prior to the submission of building plans, a detailed Site Development Plan be submitted for municipal approval in accordance with the provisions of the Scheme Regulations;
 - (b) that building plans be submitted to the Building Department for approval, and that the Building Department may stipulate any other conditions at that stage;
 - (c) that all conditions imposed by Telkom and the Department of Transport and Public Works (attached as Annexures D and E), be complied with;
 - (d) that all the conditions imposed by Operational Services (attached as Annexure F), be complied with;
 - (e) that the hospital/frail care facility complies with Health and Safety Legislation and that this approval will be subject to regular inspections by the Fire Control Co-ordinator and the Health Inspector;
 - (f) that all the conditions in the Services Report (attached as Annexure G), be complied with;
 - (g) that signage comply with the Municipal By-Law on signage;
 - (h) that commercial rates and service tariffs, as determined by the annual budget, be made applicable, which tariffs are automatically adjusted in terms of the annual budget;
 - (i) that the development complies with the applicable Zoning Scheme Regulations, and
 - (j) that this approval does not absolve the owner/applicant from compliance with any other relevant legislation;
5. that the applicant be notified of its right of appeal in terms of Section 78 of the Overstrand Municipality By-Law on Land Use Planning, 2016 with regard to the above conditions of approval.

4. Reasons for the above decision are as follows:

- ❖ none of the internal departments have any objection;
- ❖ the application will not impact on existing rights;
- ❖ the application will provide employment opportunities;
- ❖ the development is consistent the Spatial Development Framework;
- ❖ the proposal will result in the development of a much needed hospital/frail care facility currently not available in the Great Gansbaai area;
- ❖ the proposed development will stimulate and contribute to the local economy since it will create employment opportunities during the construction and operational phases of the development;
- ❖ the application has followed due procedure, and
- ❖ no objections were received.

Tel: 028 313 8000
 Fax: 028 313 2063
 E-mail: alide@overstrand.gov.za

PO Box 20 / Postbus 20
 HERMANUS
 7200

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- 5. You are hereby informed of your right to appeal to the Appeal Authority in terms of Section 78(2) of By-law.
- 5.1 The appeal form must be completed and should be directed to the Appeal Authority (Executive Mayor) and received within 21 days of notification of this decision together with proof of payment of the appeal fee (R2700-00).
- 5.2 The appeal form is available at request or alternatively on the Municipal website (www.overstrand.gov.za).
- 5.3 Contact details are as follows:
 Physical address : 18 Paterson Street, Hermanus, 7200
 Postal Address : PO Box 20, Hermanus, 7200
 E-mail address : aida@overstrand.gov.za
- 5. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

Yours faithfully

S MÜLLER
DIRECTOR : INFRASTRUCTURE AND PLANNING

Copy
 Anja Kotze, Property Administrator (akotze@overstrand.gov.za)

Tel: 028 313 8800
 Fax: 028 313 2883
 E-mail: aida@overstrand.gov.za

PO Box 20 / Postbus 20
 HERMANUS
 7200

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ANNEXURE D – SERVICES REPORT

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:
APPLICATION FOR SUBDIVISION, REZONING, CONSENT USE AND
DEPARTURE: ERF 611, GANSBAAI (3430)**

- Water : According to GLS Report
- Sewer : See condition No. 23, 24, 25, 26 & 27
- Roads and traffic : According to the TIS report approved by the Municipality
- Stormwater (SW) : According to the master plan by the developer
- Electricity : See condition No. 20

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 proved;
 - 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;

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- 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 CESA;
 - 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:

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- 6.1 such costs to be established in accordance with a system which is fair, equitable, transparent, competitive and cost effective;
- 6.2 such costs shall be set-off against (part or full) development contributions payable in respect of engineering services;
- 6.3 to the extent that such costs exceed the development contributions payable, the Council will refund the developer the difference with interest calculated at the prime rate, when funds are available;
- 7. that plans of all the internal municipal civil and electrical (high and low voltage supply) services and such link services as required by the Director: Infrastructure and Planning, prepared by an ECSA registered professional engineer/technologist, be submitted to the Director: Infrastructure and Planning for his prior approval;
- 8. the "Guidelines for the Provision of Engineering Services in Residential Townships" (Blue Book), SANS 1200 specifications and the Design and Construction Standards for civil and electrical services of the Council to be used as the standard design and construction criteria with which such plans must comply;
- 9. the Director: Infrastructure and Planning to be notified in writing of all deviations from the Standard Design and Construction Criteria when plans are submitted for his approval and such deviations to be separately approved in writing by the Director: Infrastructure and Planning;
- 10. the successful completion of such works to be supervised and certified by an independent professional civil engineer/technologist i.e. a professional civil engineer/technologist who has no direct financial interest in the development, other than payment as standard professional fees for the work concerned; and
- 11. that, as a municipal stormwater pipeline is located on the relevant Portion of Erf 611, and the development will extent over the storm pipeline and over the required maintenance servitude for this pipeline, the stormwater pipe must be relocated to a position outside the proposed development. All cost in this regard will be for the new developer's account;
- 12. that a stormwater management plan, which may include attenuation facilities to ensure that the pre-development run-off is not exceeded and that erosion and pollution is minimised, be submitted to the Director: Infrastructure and Planning for approval and that the approved management plan be implemented by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning;

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

14. that 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 – 2010, of 12 months, and

15. 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;

16. 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;

17. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;

18. that an approved refuse collection area/room to sufficiently accommodate the refuse generated by the development and which is to be proved with the following:
 - a. properly ventilated;
 - b. a cement floor;
 - c. a tap and running water, as well as a drainage point which is connected to the sewer network;
 - d. is a position nearest to an access road for the development and be accessible for the refuse truck at all times, to the satisfaction of the Director: Infrastructure and Planning;

19. that the refuse room be completed prior to occupation of the first unit, to the satisfaction of the Director: Infrastructure and Planning;

20. 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;

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21. that an investigation be conducted, by GLS Consulting Engineers, to determine whether sufficient capacity exist in the existing water, to accommodate the proposed development, at the developer's cost;
22. that, **as** a municipal bulk water pipeline is located on the relevant Portion of Erf 611, and the development will extent over the water pipeline and over the required maintenance servitude for this pipeline, the water pipe must be relocated to a position outside the proposed development. All cost in this regard will be for the new developer's account;
23. that the proposed development must be serviced with adequate sewer conservancy tanks, which must comply with the standards of the Department: Operational Services, and to which the sewer services of the development must connect to;
24. that sewerage will be removed from the sewer conservancy tanks **as** per municipal arrangement;
25. that the sewer conservancy tanks must be accessible to the municipal sewer tankers from one of the adjacent public roads, with parking **areas** for the sewer tankers provided with permanent surfaces and to the layout and specification of the Department: Operational Services;
26. that should the sewer reticulation be available in the vicinity of the proposed development at the time of the construction, that the developer connect to the sewer reticulation networks at his cost instead of provision of sewer tanks;
27. that the above-mentioned arrangement be evaluated before commencement of construction **activities**, by the Senior Manager: Engineering Services;
28. that a detailed Traffic Impact Statement of the proposed development and **access** from the road reserve be provided in accordance with the National Department of Transport's "Manual for Traffic Impact Studies" (PR93/635 of 1995), refer Section 29(2) of Act 22, 2000;
29. that the developer will be responsible for removal of all medical waste and disposal thereof at a registered medical waste disposal facility;
30. 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
 SENIOR MANAGER:
 ENGINEERING SERVICES

31/10/2016
 DATE

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ANNEXURE E – CONDITIONS IMPOSED BY TELKOM



Telkom

Access Network Engineering

Telkom SA SOC Limited

TP- A Theart
(Sild merke)

10 Jan Smuts Drive
Pinelands
7404

Tel : 021 414 5614
Fax : 088 021 414 5614
Email : Peters2@telkom.co.za
Enquiries : Ithlaam Peters
Our Ref. : WGNB3761_16
Your ref. : 611 GGB (3430)

21 September 2016

Attention: M. Harmse

OVERSTRAND Municipality
P.O. Box 20
Hermanus
7200

FILE NO:	EL 611 GGB
SCAN NO:	38
COLLABORATOR NO:	939166

Dear Madam/Sir

APPLICATION FOR TELKOM WAYLEAVES: PROPOSED SUBDIVISION, REZONING, CONSOLIDATION, CONSENT USE AND DEPARTURE: ERF 611 c/o MAIN RD AND RIET STREET, GANSBAAI

With reference to your letter and dated 9 September 2016

I hereby inform you that Telkom approves the proposed work indicated on your drawing in principle. This approval is valid for 12 months only, after which reapplication must be made if the work has not been completed.

Any changes or deviations from the original planning during or prior to construction must immediately be communicated to this office.

Approval is granted, subject to the following conditions.

As per the drawing supplied, Telkom SA LTD infrastructure will be affected, consequently the conditions below and on the attached legend will apply.

Telecommunication services position is shown ~~as~~ accurately as possible but should be regarded as approximate only.

Should alterations or relocation of existing infrastructure be required, such work will be done at the request and cost of the applicant.

Please notify this office within 21 working days from this letter of acceptance and if any alternative proposal is available or if a recoverable work should commence.

22 SEP 2016

Telkom SA SOC Limited: Reg no 1991005478/00
Directors: JA Mabasa (Chairman), SN Maseko (Group Chief Executive Officer), DJ Fredericks (Chief Financial Officer), S Botha, Dr. CA Fynn, N Kapila*,
I Kgabooselo, K Kweyama, K Mzondeki, F Polissen, LL Von Zeuner.
Company Secretary: X Mpongohe Makasi

*India

22 SEP 2016

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Telkom

As important **OPTIC FIBRE** cables are affected, please contact our representative **FREDERIK SWART** at telephone number **081 363 7815** at least **48 hours** prior to commencement on construction work.

It would be appreciated if this office can be notified within 30 days of completion of the construction work. Confirmation is required on completion of construction as per agreed requirements.

Should Telkom SA infrastructure be damaged while work is undertaken, kindly contact our representative immediately.

All Telkom SA LTD rights remain reserved.

Yours faithfully

Selwyn Bowers
 Operations Manager
 Wayleave Management: Western Region

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Wayleave
Telkom S.A Ltd

This wayleave, Ref **WWIP_WGNB3761_16** is valid for 12 months from date hereof and is subject to the following conditions.

- No mechanical plant or vibrator type compactors may be used within three meters of any Telkom plant (i.e. any Telecommunications equipment above or below ground level)
- The position of our plant affected by the proposal is indicated as approximate and our **FREDERIK SWART** TEL: (028) 514 1199 must be contacted at least 48 hours prior to commencement of the work, upon which the actual location of Telkom Plant will be indicated on-site.
- A written request must be submitted to Telkom for consideration should the applicant require our plant to be relocated. The cost of such relocation will be recoverable from the applicant
- It is the responsibility of the applicant to verify the existence of the indicated plant and to notify Telkom immediately should the applicant locate any Telkom plant which is not indicated on the plans.
- Should the applicant expose any Telkom plant, the safeguard thereof will be the applicants full responsibility.
- Failing to comply with the above conditions or any special conditions addendum hereto will be regarded as gross negligence and the applicant will be held responsible for and damage or loss as a result thereof.

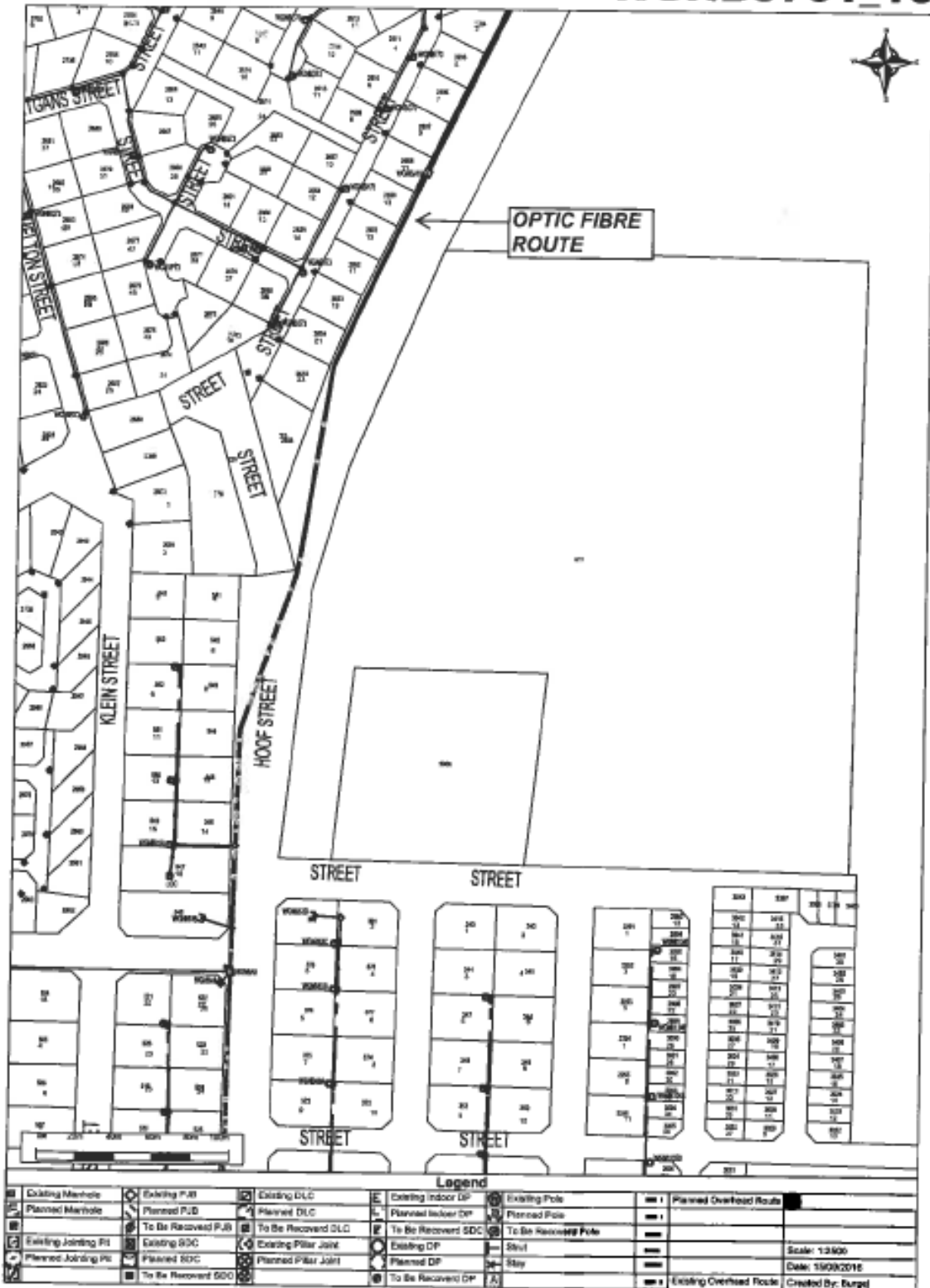
Date: **9/21/2016** For Regional General Manager
Western Cape

Telkom Symbol Legend	
1. Underground Pipe Route	—————
2. Underground Buried cable	~~~~~
3. Pipe Junction Boxes	◇ ◇ MH JP ◇
4. Street Distribution Cabinet (SDC)	⊗
5. Jointing Pillar (PJ) Above Ground	⊗
6. Pole	⊙
7. Robot Control	⊙
8. Aerial Route	- - - - -
9. Stay	— X —
10. Strat	— T —
11. Call Office	△
12. OPTIC FIBRE Equipment	△

The pipelines indicated contain OPTIC FIBRE cables.
Frederik Swart 081 363 7815 to be contacted 48 Hrs before work commences.

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NAME OF FIRM			

WGNB3761_16



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ANNEXURE F – DEPARTMENT OF TRANSPORT AND PUBLIC WORKS - CONDITIONS

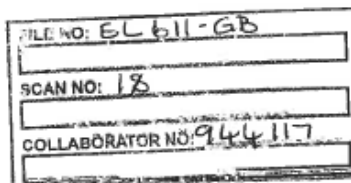


ROAD NETWORK MANAGEMENT
 Email: Grace.Swanepoel@westerncape.gov.za
 Tel: +27 21 483 4669
 Rm 335, 9 Dorp Street, Cape Town, 8001
 PO Box 2403, Cape Town, 8000

TP-A Theart
 (S vld merke)

REFERENCE: 13/3/5/1-21/94 (Job 18108)
 ENQUIRIES: Ms GD Swanepoel
 DATE: 29 September 2016

The Municipal Manager
 Overstrand Municipality
 PO Box 20
HERMANUS
 7200



Attention: Mr S van der Merwe

Dear Sir

ERF 611, CORNER OF MAIN ROAD AND RIET STREET, GANSBAAI: PROPOSED SUBDIVISION, REZONING, CONSOLIDATION, CONSENT USE AND DEPARTURE

1. Your letter 611 GGB (3430) dated 9 September 2016 refers.
2. Erf 611 is located in Gansbaai on the corner of Trunk Road 28 section 2 and Riet Street.
3. This application entails the following, as the Municipality intends to dispose of the properties via tender:
 - 3.1 Subdivision of Erf 611 into Portion A (0.5ha) and Remainder (8.068ha);
 - 3.2 Rezoning of Portion A from Open Space Zone 3 to Business Zone 2 (General Business);
 - 3.3 Consent use for an institution (day hospital/frail care);
 - 3.4 Departure to facilitate the development of the property in accordance with Bulk Zone 1 parameters and
 - 3.5 Consolidation of Portion A with unregistered Erf 3905 in order to create a consolidated Erf of ±1.5ha in extent.
4. This Branch offers no objection to this application in terms of the Land Use Planning Act, No 3 of 2014.

www.westerncape.gov.za

10 OCT 2016

5. Depending on the scale of the development and where access is proposed, a Traffic Impact Assessment may be required.

Yours faithfully

ML WATTERS
 For CHIEF DIRECTOR: ROAD NETWORK MANAGEMENT

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ANNEXURE G – CONDITION OF OPERATIONAL SERVICES DEPARTMENT
RE: APPLICATION FOR SUBDIVISION, REZONING, CONSOLIDATION, CONSENT USE AND DEPARTURE (BUILDING LINES) OF ERF 611, GANSBAAI

The request for comment from the Department: Operational Services (Gansbaai) dated 08 September 2016 with regard to the abovementioned proposal refers.

The proposal entails the following:

- Subdivision of Erf 611, Gansbaai, into two portions, namely Portion A (new ± 0.5ha) and Remainder ± 8.068ha.
- Rezoning of Portion A of Erf 611, Gansbaai, from Open Space Zone 3 to Business Zone 2.
- Consent use for an institution (day hospital / frail care).
- Departure to facilitate the development of the property in accordance with Bulk Zone 1 parameters pertaining to the floor factor, number of storeys and coverage.
- Consolidation of Portion A with unregistered Erf 3905 in order to create a consolidated erf, ± 1, 5 ha in extent.

1. ANALYSIS
1.1. Water

- 1.1.1. The relevant Portion of Erf 611 is not currently serviced with a municipal water connection.
- 1.1.2. The proposed development on the Portion of Erf 611 must be serviced with an individual and separate water connection to the municipal system, which must comply with the standards of the Department: Operational Services.

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- 1.1.3. The new owner must therefore apply for a new water connection to which the proposed development on the relevant Portion of Erf 611 must connect to. The new connection will be at the Riet Street boundary.
- 1.1.4. Application for the municipal connection to the relevant Portion of Erf 611 must be made at least 3 weeks prior to requirement. A job card will be opened, and the owner will be responsible for all costs.

1.2. Sewer

- 1.2.1. There is currently no municipal sewer network in the vicinity of the development.
- 1.2.2. The proposed development must be serviced with adequate sewer conservancy tanks, which must comply with the standards of the Department: Operational Services, and to which the sewer services of the development must connect to.
- 1.2.3. Sewerage will be removed from the sewer conservancy tanks as per municipal arrangement.
- 1.2.4. The sewer conservancy tanks must be accessible to the municipal sewer tankers from one of the adjacent public roads, with parking areas for the sewer tankers provided with permanent surfaces and to the layout and specification of the Department: Operational Services.
- 1.2.5. The developer must investigate and determine the limitations of the site in terms of sewer drainage, subject to the minimum requirements of *SANS 10400 – P: 2010: Drainage*.
- 1.2.6. Disposal of effluent from the site must comply with all relevant legislation, as well as with the *Municipal By-law: Water Supply & sanitation Services (2009)*.

1.3. Streets

- 1.3.1. The "Guidelines for the provision of engineering services in residential townships" (Red Book) requires that all entrances to properties such as shopping centres that generate high volumes of vehicular traffic flow in residential townships should preferably be situated on the periphery of such townships, be located on distributor roads, and situated at least 60m from intersections.

Riet Street is proposed as one of the access routes to- and from the development. Riet Street is not currently a local distributor road and is only classified as suitable for very light traffic. As this development may generate high volumes of vehicular traffic flow, the proposal to use Riet Street as access to the development must be investigated by competent persons.

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1.3.2. Table 1.8 of the "Road Access Guidelines" of the Provincial Administration of the Western Cape's Department of Economic Affairs, Agriculture and Tourism: Transport Branch provides guidance on when a traffic impact study or –statement is required:

(iv) Discretion of the responsible local authority (b)

(b) Based on the discretion of the responsible local authority, a Traffic Impact Study or Statement may be required e.g. if the development is located in a sensitive area, even though less than 50 peak hour trips are generated.

Due to the restricted nature of Riet Street, the road and surrounding areas are deemed as sensitive to any significant increase in traffic flow that could result from the proposed development.

The following also needs to be addressed:

- Any negative impact on traffic flow, traffic accommodation and road safety, i.e. conflict points for vehicles turning into- and out of proposed new entrances / exits.
- Accommodation of pedestrian traffic (including people with disabilities) along the sidewalks and across proposed vehicle entrances / exits.
- Accommodation of pedestrian traffic (including people with disabilities) to- and from the proposed development at proposed vehicle entrances / exits.

It is therefore recommended that, in line with the application procedure for access as stated in the abovementioned "Road Access Guidelines" and to be followed when so directed at the discretion of the responsible authority, a detailed Traffic Impact Statement of the proposed development and access from the road reserve is to be provided in accordance with the National Department of Transport's "Manual for Traffic Impact Studies" (PR93/635 of 1995), refer Section 29(2) of Act 22, 2000. All studies should be undertaken by suitably qualified professional transport traffic engineers or -technologists.

1.3.3. It is further recommended that, any plans for the development be revised in line with the requirements of the abovementioned guidelines and outcomes of the Traffic Impact Statement, and the revised plans be submitted, together with the Traffic Impact Statement as well as a detailed survey of existing access ways and a detailed layout of the proposed access ways to the municipality for approval.

1.3.4. Adherence to the requirements for forward visibility (and, thus, safe stopping distances) commensurate with approach speed to bends as detailed in the "Guidelines for the provision of engineering services in residential townships" (Red Book), as well as adherence to geometric design criteria for sight distances at stop streets, will be evaluated once the application is resubmitted as per recommendations above. The Chief: Traffic Services should also be given the opportunity to provide comment on this at such time.

1.3.5. Any deviations from the standard design- and construction criteria as described in the Red Book, the Road Access Guidelines or the SABS 1200 specifications, must be submitted beforehand and in writing to the municipality for approval.

F:\Operational Gansbaai\15 - Dorpsbeplanning en Beheer\3 - Grondgebruikbeheer\4 - Vergunningsgebruik\Gansbaai\Erf 611 Gansbaai 2016-10-14.docx

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1.3.6. The development is also located adjacent to a Provincial Road (R43), and will affect access to and from this road. The Provincial Roads Engineer must however provide comment in this regard.

1.3.7. Any additional and / or extended vehicle entrances will be for the owner's account.

1.4. Storm water

1.4.1. A municipal storm water pipeline is located on the relevant Portion of Erf 611. The development will extend over the storm pipeline and over the required maintenance servitude for this pipeline. No development over- and / or encroachment of the municipal land within the maintenance servitude of this service can be allowed. Should the erf be developed, the storm water pipe must be relocated to a position outside the proposed development. All costs in this regard will be for the owner's account.

1.4.2. The "Common Law" shall apply with regards to storm water discharge.

1.5. Parking

1.5.1. "On-site parking" must be provided. The parking areas are to be provided at a ratio as described by the Town Planning Scheme, with permanent surfaces and layout to the satisfaction of the Department: Operational Services.

1.6. Other services

1.6.1. The Department: Operational Services does not have any information regarding any Telkom-, other telecommunications- and / or Electrical services which may be affected by the proposed development. The Electrical- and Traffic departments, as well as Telkom and other relevant service providers, must therefore also give their recommendations regarding the application.

1.7. Refuse removal

1.7.1. The proposed development on the Portion of Erf 611 must be provided with a central refuse collection facility, which must comply with the standards of the Department: Operational Services.

1.7.2. Refuse will only be removed from the central refuse collection facility, as per municipal arrangement.

1.7.3. The central refuse collection facility must be accessible from one of the adjacent public roads, with parking areas for refuse trucks and provided with permanent surfaces which must comply with the standards of the Department: Operational Services.

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1.7.4. The Municipality can however not accept any medical waste. The applicant will be responsible for removal of all medical waste and disposal thereof at a registered medical waste disposal facility.

1.8. Irrigation water

1.8.1. No irrigation water is available in this area.

1.9. Waste Water Treatment Works (WWTW)

1.9.1. Disposal of effluent from the site to the Waste Water Treatment Works via the sewage disposal system must comply with all relevant legislation, as well as with the municipal *Water Supply & Sanitation Services By-Law (2009)*.

1.9.2. The proposed development will not have a significant impact on the Waste Water Treatment Works. The Department: Infrastructure and Planning must however give comment with regard to plant capacity and the relevant development costs.

1.10. Bulk Water Supply

1.10.1. A municipal bulk water pipeline is located on the relevant Portion of Erf 611. The development will extend over the over the water pipeline and over the required maintenance servitude for this pipeline. No development over- and / or encroachment of the municipal land within the maintenance servitude of this service can be allowed. Should the land be alienated, the water pipe must be relocated to a position outside the proposed development. All costs in this regard will be for the new owner's account.

1.10.2. The proposed development will not have a significant impact on the bulk water supply, reservoirs or other bulk water infrastructure. The Department: Infrastructure and Planning must however give comment with regard to the relevant bulk capacity and development costs.

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2. RECOMMENDATION

- 2.1. With regard to the application for subdivision of Erf 611, Gansbaai, and the consolidation with- unregistered Erf 3905 and consent use on Portion A of Erf 611, Gansbaai, the Department: Operational Services has no objections to the application, subject to the following conditions:
 - 2.1.1. That the proposed development on Erf 611 must be serviced with an individual and separate water connection to the municipal system, which must comply with the standards of the Department: Operational Services.
 - 2.1.2. That the proposed development on Erf 611 be provided with adequate sewer conservancy tanks, which must comply with the standards of the Department: Operational Services, and to which the sewer services of the development must connect to.
 - 2.1.3. That the sewer conservancy tanks must be accessible to the municipal sewer tankers from one of the adjacent public roads, with parking areas for the sewer tankers provided with permanent surfaces and to the layout and specification of the Department: Operational Services.
 - 2.1.4. That the developer investigate and determine the limitations of the site in terms of sewer drainage, subject to the minimum requirements of SANS 10400 – P: 2010: Drainage.
 - 2.1.5. That a detailed Traffic Impact Statement of the proposed development and access from the road reserve be provided in accordance with the National Department of Transport's "Manual for Traffic Impact Studies" (PR93/635 of 1995), refer Section 29(2) of Act 22, 2000.
 - 2.1.6. That any plans for proposed development to be revised in line with the requirements of the abovementioned guidelines and outcomes of the Traffic Impact Statement, and the revised application be submitted together with the Traffic Impact Statement, as well as a detailed survey of existing access ways and a detailed layout of the proposed access ways, to the municipality for approval.
 - 2.1.7. That the proposed development on Erf 611 be provided with a central refuse collection facility, which must comply with the standards of the Department: Operational Services.
 - 2.1.8. That refuse will only be removed from the central refuse collection facility, as per municipal arrangement.
 - 2.1.9. That the central refuse collection facility must be accessible from one of the adjacent public roads, with parking areas for refuse trucks and provided with permanent surfaces which must comply with the standards of the Department: Operational Services.
 - 2.1.10. That the applicant will be responsible for removal of all medical waste and disposal thereof at a registered medical waste disposal facility.

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- 2.1.11. That, as a municipal storm water pipeline is located on the relevant Portion of Erf 611, and the development will extend over the storm pipeline and over the required maintenance servitude for this pipeline, the storm water pipe must be relocated to a position outside the proposed development. All costs in this regard will be for the new owner's account.
- 2.1.12. That on-site parking facilities be provided as per the Planning Schedule, and to the satisfaction of the Department: Operational Services.
- 2.1.13. That any additional and / or extended vehicle entrances will be for the owner's account.
- 2.1.14. That disposal of effluent from the site to the Waste water Treatment Works via the sewage disposal system must comply with all relevant legislation, as well as with the municipal Water Supply & Sanitation Services By-Law (2009).
- 2.1.15. That, as a municipal bulk water pipeline is located on the relevant Portion of Erf 611, and the development will extend over the over the water pipeline and over the required maintenance servitude for this pipeline, the water pipe must be relocated to a position outside the proposed development. All costs in this regard will be for the new owner's account.

Yours faithfully

W. Germishuys
Principal Technician: Operational Services
Gansbaai

4591

J. de Villiers Pr. Eng.
Senior Manager: Operational Services
Gansbaai

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ANNEXURE H – DRAFT DEED OF SALE

DEED OF SALE

entered into between

OVERSTRAND MUNICIPALITY

herein represented by _____ **XXXX** _____
 in his capacity as Municipal Manager
 (hereinafter called the **SELLER**)

and

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

WHEREAS the **SELLER** called for tenders for the sale of Municipal Property, being yet Unregistered consolidated Erf 4081 Gansbaai which locality plan is attached per “Annexure **XXX**” (hereinafter referred to as “the property”) for the development of a hospital;

AND WHEREAS the Bid Adjudication Committee resolved on **XXXX** that the tender be awarded to the **PURCHASER**, the minutes of which are attached per “Annexure **XXX**”;

AND WHEREAS this Agreement is subject to the abovementioned approval from the **SELLER’S** Council;

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, as amended, 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:

AS YET UNREGISTERED CONSOLIDATED ERF 4081, GANSBAAI, in the Overstrand Municipality, Division of Caledon, Western Cape Province.

EXTENT: 2,25 (TWO COMMA TWO FIVE) HECTARES

As indicated on diagram nr SG2711/2016

(hereinafter called the property)

2. PURCHASE PRICE

2.1. The purchase price is the sum of **RXXXX (XXXX)** (VAT included), being the amount tendered by the **PURCHASER**.

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**.

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- 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 VAT vendor for the purposes of this transaction and accordingly Value Added Tax at the prescribed rate is payable on the purchase price.
- 2.6. Interest on the purchase price at a rate equal to the prime lending interest rate of Absa Bank applicable on date of signature, to be calculated from date of signature of the deed of sale by the last signature to date of registration of the transfer (both days included), must be charged by the **SELLER** should payment or transfer be delayed due to an action or failure on the part of the **PURCHASER**.

3. SALE "VOETSTOOTS" AND SUBJECT TO CONDITIONS

- 3.1. The mentioned property is transferred as it stands and "voetstoets", subject to all conditions and servitudes mentioned or referred to in the current title deed of the property and to all such other conditions and servitudes which may exist in regard thereto, whether imposed by the local authority or any other person or body whomsoever. The **SELLER** shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.
- 3.2. If the property has been erroneously described herein, such error shall not be binding on the parties, but the correct description as intended by the parties shall apply, and shall effect rectification of this agreement accordingly.
- 3.3. The **PURCHASER** shall be responsible for obtaining the appropriate land use rights in terms of the provisions of the relevant Land Use Scheme Regulations as promulgated by applying at the Town Planning Department of the Overstrand Municipality in the prescribed manner should additional or another land use be required, which approval shall not be unreasonably withheld.

4. POSSESSION

Possession and vacant occupation shall be given to the **PURCHASER** on date of registration of the transfer or such earlier date and on such conditions as the parties may agree upon.

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 possession.

7. TRANSFER

- 7.1. Transfer shall be passed by the **SELLER**'s attorneys, **XXXX**, as soon as possible after fulfilment of any suspensive conditions.
- 7.2. The **PURCHASER** shall within **10 (TEN) business days** of being requested by the transferring attorneys to do so, sign the transfer documents. Should the **PURCHASER** fail to sign the transfer documents within the prescribed period this agreement may be cancelled after notice.

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8. COSTS

- 8.1. The **PURCHASER** shall within **14 (FOURTEEN) days** from date of request by the transferring attorneys, pay all costs of and incidental to the registration of transfer, which without derogating from the generality of the a foregoing shall include, but not restricted thereto, transfer duty or VAT, conveyancing fees, rates, taxes and other charges payable in respect of the property.
- 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, No. 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. BREACH

In the event of either party failing 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 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-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** elects to cancel the agreement in terms of paragraph 9.1.1 above, the **SELLER** may 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 afforded 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 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**;

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- 9.1.7.2 the date of commencement of the restriction
- 9.1.7.3 the period of restriction; and
- 9.1.7.4 the reasons for the restriction.

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

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

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

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

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

9.3 At failure of payment of the purchase price or omission of any of the provisions and conditions of this agreement of sale, the **SELLER** may, without forfeiting in terms hereof and/or any other rights he enjoys according to law, take possession of the property and sell it to a third party and shall the **PURCHASER** be liable for any financial loss suffered by the **SELLER** as a result of the sale and shall the **PURCHASER** not be entitled to any financial gain from such sale.

10. CO-OPERATION

Each party will sign and/or execute all documents required to give effect to the terms of this agreement and Service Level Agreement relating hereto, to the extent that it may lie within the Party's powers and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

11. 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.

12. DOMICILIUM AND NOTICES

12.1 The Parties hereby choose as their respective addresses for all notices arising out of this Agreement and as their *domicilium citandi et executandi* ("domicilium") as follows:

12.1.1 The **SELLER**: Magnolia Avenue, Hermanus, 7200
 Telephone: (028) 316-3724
 Facsimile: (028) 316-3721
 Email: enquiries@overstrand.gov.za

12.1.2 The **PURCHASER**:
 Telephone
 Facsimile:
 Email:

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- 12.2 Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other physical address within the Republic of South Africa not being a post box or a poste restante.
- 12.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 12.4 Any notice given by one Party to the other ("the addressee") which:
 - 12.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be rebuttably presumed, to have been received by the addressee at the time of delivery;
 - 12.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed, to have been received by the addressee on the seventh day after the date of posting;
 - 12.4.3 are faxed or emailed, shall be rebuttably presumed to have been received by the addressee on the first business day after date of transmission.
- 12.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13. DISPUTE RESOLUTION

- 13.1 If any dispute 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 by mutual consultation.
- 13.2 If, after thirty (30) days, the parties have failed to resolve their dispute 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, may 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 that 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

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- 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. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement will in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa which is applicable to agreements executed and wholly performed within the Republic of South Africa.
- 15.2 This Agreement shall further be subject in all respects to the provisions of the Administration of Immovable Property Policy of the Overstrand Municipality, as amended from time to time, with regard to the Management and Administration of Immovable Property adopted by the Council of the Municipality.
- 15.2 The **SELLER** and the **PURCHASER** hereby consent to the jurisdiction of the Magistrate's Court for any action that may 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.

16. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in counterparts and shall be valid and binding upon the parties hereto, notwithstanding that one or more of the parties may have signed a fax copy thereof.

17. AGREEMENT BINDING ON SUCCESSORS IN TITLE

This agreement shall be binding on the administrators, executors, heirs, judicial managers and other successors-in-title of **PURCHASER** who shall not be entitled to terminate this agreement merely by reason of the death of a party and in respect of the **SELLER**, his administrators, judicial managers and other successor-in-title, 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, whichever to be applicable.

18. SERVICING OF PROPERTY

- 18.1 It is placed on record that the property is not serviced. A service agreement for all services including water, sewerage, electricity, storm water and refuse removal services will be finalized with the Senior Manager: Engineering Services and must be signed by the **PURCHASER** after the tender is awarded but before the development commences. The development must comply with the conditions as set out in the services report attached hereto as Annexure **XXX**.
- 18.2 Bulk Services Levies will be payable by the **PURCHASER** according to the prescribed fees as contained in Council's budget. This fee varies from year to year. Bulk services levies will be payable in full prior to the submission of the building plans. .
- 18.3 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.
- 18.4 Servitudes for municipal services must be registered in favour of the **SELLER** at the **PURCHASER'S** cost in respect of all main services to be taken over by the **SELLER** and all existing municipal services concerned crossing private property.

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19. SPECIAL CONDITIONS

- 19.1 The property may only be used for development of a hospital and if requested and subject to the required procedures, other related purposes together **with** the hospital.
- 19.2 Access to the property will be from such road that has been approved by the Director: Infrastructure and Planning of the **SELLER**.
- 19.3 All required parking must be provided on site. Parking must be provided as stipulated in the provisions of the Scheme Regulations and in accordance with the Site Development Plan to be submitted by the **PURCHASER** in terms of clause 19.5 below.
- 19.4 The **PURCHASER** is informed that as to the development on the Property:
 - 19.4.1 Coverage of 100% will be allowed on the property.
 - 19.4.2 The height of the buildings will be limited to 4 storeys to a total height of 10.5m.
 - 19.4.3 The buildings lines applicable to the property are:
 - 19.4.3.1 Street building line: 0m, provided that where any Business Zone 3 abuts another zone, the side building line is 3.0m.
 - 19.4.3.2 Side building line: 0m, provided that where any Business Zone 3 abuts another zone, the side building line is 3.0m.
 - 19.4.3.3 Rear building line: 0m, provided that where any Business Zone 3 abuts another zone, the rear building line is 4.5m.
- 19.5 The **PURCHASER** must submit a detailed Site Development Plan in accordance with the provisions of the Scheme Regulations for approval by the Municipality prior to submission of the building plans.
- 19.6 The **PURCHASER** must submit building plans to the Building Department for approval before any construction may commence. The Building Department may stipulate any further conditions at that stage.
- 19.7 All the conditions of Telkom and the Department of Transport and Public Works (attached as Annexures **XXX** and **XXX**) be complied with.
- 19.8 All the conditions imposed by the Overstrand Municipality: Operational Services Department be complied with A copy of these conditions is attached hereto marked Annexure **XXX**.
- 19.9 Any signage on the property must comply with the Municipal By-law on signage.
- 19.10 Commercial rates and service tariffs, as determined by the annual budget, is applicable and payable by the **PURCHASER**.
- 19.11 The proposed hospital must comply with Health and Safety legislation.
- 19.12 The **PURCHASER** shall be liable for any costs involved should it be necessary to obtain an Environmental Impact Assessment report for the proposed development.
- 19.13 The **PURCHASER** shall be liable for any costs involved should it be necessary to obtain any required approvals in terms of the Heritage Act for the proposed development.
- 19.14 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 or remainder thereof shall revert back to the **SELLER**, and the **PURCHASER**, or its successors in title, shall:
 - 19.14.1 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
 - 19.14.2 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

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19.14.3 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 this condition shall be registered against the title deed of the property as a condition imposed by the Overstrand Municipality.

20. JURISDIC 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 its 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 entity 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**.

21. 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**.

22. GENERAL

- 22.1 No indulgence shown by the **SELLER** to the **PURCHASER** shall prejudice the **SELLER's** rights or be a novation of this agreement. Any indulgence in respect of extension of time or anything else granted by either party to the other will not be considered to impair any of the rights of such party in terms of this agreement or affect any rights whatsoever of such party.
- 22.2 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.
- 22.3 All provisions of the Deed of Sale shall remain in effect unless amended in writing and signed by both parties represented herein.
- 22.4 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.
- 22.5 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 Department of the Overstrand Municipality. This approval does not absolve the **PURCHASER** from compliance with any other relevant legislation.
- 22.6 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.
- 22.7 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
 - 22.7.1 the singular shall include the plural and vice versa;
 - 22.7.2 any one gender shall include the other gender, and

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22.7.3 natural persons shall include juristic persons, trusts, partnerships and estates.

22.8 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.

22.9 The parties agree that each non-material 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.

22.10 The parties acknowledge that they have been afforded an opportunity 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.

23. SUSPENSIVE CONDITIONS

23.1 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.

23.2 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**

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11. 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 sale of the following property:

AS YET UNREGISTERED CONSOLIDATED ERF 4081 FOR THE DEVELOPMENT OF A HOSPITAL

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 OF THE PRICE OFFERED FOR AS YET UNREGISTERED CONSOLIDATED ERF 4081 GANSBAAI FOR THE DEVELOPMENT OF A HOSPITAL, <u>INCLUSIVE</u> OF VAT IS:	
AMOUNT IN FIGURES	R
AMOUNT IN WORDS	

This offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning a signed copy of this document to the bidder.

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



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 H.

Payment of 10% (ten per cent) of the agreed purchase price is required by the successful bidder and payable within 10 days of date of request in writing thereof. The successful bidder shall be obliged to furnish the Municipality within 14 days after being requested in writing 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, 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:		

12. 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**

13. 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.