



TENDER NO.: SC 1763/2017

**SALE OF ERF 189, ZWELIHLE, (252M²) IN EXTENT FOR RESIDENTIAL
PURPOSES.**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
TOTAL BID PRICE (Inclusive of VAT) (refer to page 39):	

MARCH 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
Administration**

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:	SC 1763/2017					
TENDER TITLE:	SALE OF ERF 189, ZWELIHLE, (252M²) IN EXTENT FOR RESIDENTIAL PURPOSES					
CLOSING DATE:	07 April 2017		CLOSING TIME:	12h00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	1	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

CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	4
1. CHECKLIST	5
2. QUOTATION NOTICE & INVITATION TO TENDER.....	6
3. AUTHORITY TO SIGN A BID.....	7
4. GENERAL CONDITIONS OF TENDER	11
5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	15
6. MBD 4 – DECLARATION OF INTEREST	16
7. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	19
8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	21
9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	23
PART B – SPECIFICATIONS AND PRICING SCHEDULE	24
10. SPECIFICATIONS.....	25
11. ANNEXURE A – LOCALITY MAP	29
12. FORM OF OFFER.....	39
11. DECLARATION BY TENDERER	41
PART C – MOST IMPORTANT ASPECTS OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF THE OVERSTRAND MUNICIPALITY	42
12. MOST IMPORTANT ASPECTS OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF THE OVERSTRAND MUNICIPALITY	43



**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:

Certificate of Clarification Meeting Attendance Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No	
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	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. QUOTATION NOTICE & INVITATION TO TENDER**QUOTATION NO. SC 1763/2017****SALE OF ERF 189, ZWELIHLE, (252M²) IN EXTENT FOR RESIDENTIAL PURPOSES**

Quotations are hereby invited for the **Sale of Erf 189, Zwelihle, (252m²) in extent for residential purposes.**

Quotation documents, in English, are obtainable **Friday, 03 March 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. Alternatively the document may be downloaded from the website: www.overstrand.gov.za .

Sealed quotations, with: "**Quotation No: SC1763/2017:Sale of Erf 189, Zwelihle, (25)m²) in extent for residential purposes.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the documentation issued by Overstrand Municipality.

The closing date and time of the quotation is on **07 April 2017 at 12h00** and quotations 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.

INITIALS	
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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;
- 6.4. PPPFA & associated regulations; and

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.

INITIALS	
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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

INITIALS	
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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.

INITIALS	
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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-Filers 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.

INITIALS	
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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:				
3.9.	Do you have any relationship (family, friend, other) with persons in the service of the	YES		NO	

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.



	state and who may be involved with the evaluation and or adjudication of this bid?				
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 <i>(Only to be completed if in the service of the State)</i>

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>
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PART B – SPECIFICATIONS AND PRICING SCHEDULE

10. SPECIFICATIONS

SCOPE OF TENDER**1. INTRODUCTION**

- 1.1. The Overstrand Municipality has decided to dispose of the property known as Erf 189 Zwelihle, 252m² in extent, for residential purposes.
- 1.2. The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.
- 1.3. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality, as amended, approved and adopted by Council.

2. THE TENDER PROCESS

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

- 2.1. The submission of a tender price as well as information regarding the source of funds and the financial offer made must be clearly set out in the bidder's submission as per the requirements set out in **Paragraph 7 – Submission Requirements and Evaluation**, of this document.
- 2.2. The submissions will be evaluated and adjudicated by a duly constituted 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, as it may deem expedient. Furthermore the Municipality reserves the right to award to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property to all people of the Western Cape Province in particular, and RSA in general.
- 2.4. The decision of the Municipality will be final.
- 2.5. A Deed of Sale similar to the one attached, per Annexure B to the tender documentation, will be entered into with the successful bidder as soon as possible after the tender has been awarded. Should the successful bidder fail or neglect to conclude a Deed of Sale with the Municipality within the time period specified by the Municipality in writing, the terms and conditions of this tender, the included Deed of Sale and the policies referred to and this agreement shall be binding on both parties and enforceable by them.
- 2.6. Payment of 10% (ten per cent) of the agreed purchase price is required and payable within 10 days of date of request in writing thereof by the Municipality. The successful bidder shall be obliged to furnish the Municipality within 14 days after being requested 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.
- 2.7. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

- 3.1. The site is a vacant erf and situated in Kepkey Street, Zwelihle. (See Annexure A)
- 3.2. The property may only be used for Residential Zone 1 purposes, which includes a day care centre, dwelling house, guests rooms, home occupation and second dwelling unit.

4. PROPERTY DESCRIPTION AND ZONING RIGHTS

- 4.1 Erf no. and size: Erf 189 Zwelihle, 252m² in extent.
- 4.2 Zoning status: The current zoning of the property is Residential Zone 1.
- 4.3 The surrounding land uses vary and include residential erven, open spaces, church site and school site.

5. DEVELOPMENT PARAMETERS

- 5.1 Development Directives
The property is zoned for residential purposes (Residential Zone 1).
- 5.2 Accesses and Road provision
The property is situated in Kepkey Street, Zwelihle. Access to the property will be from Kepkey Street, Zwelihle. See the locality map attached per Annexure A.
- 5.3 Height Restrictions
The height of the building is limited to a height of 8m, measured from base level to the top of the roof.
- 5.4 Not Allowed
Any use other than that mentioned in paragraph 3.2 above.
- 5.5 Allowed Uses
The property may only be used as per the Overstrand Zoning Scheme Regulations and the relevant Title Deed.
- 5.6 Parking
All the required parking must be provided on-site. Parking must be provided as stipulated in the relevant Zoning Scheme.
- 5.7 Coverage:
65%.

6. INFRASTRUCTURE

- 6.1. All costs relating to the connections for water, sewer and electricity supply to the property and any other services, if needed, including any required upgrades will be for the account of the successful bidder.
- 6.2. The successful bidder shall be responsible for all costs where any existing services need to be relocated or secured by means of registration of a servitude in favour of the Overstrand Municipality as a result of the alienation of this property.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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:				
	(a) guarantee by a registered financial institution; and/or				
	(b) financial statements, and/or				
	(c) any other suitable and acceptable proof in support of financial ability, stability and resources to honour the bid, i.e. confirmation by bank of good standing or bank statements, etc.				
7.2	The bidders are required to submit a tender deposit of five hundred rand (R500.00) 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 or R500.00 repaid to the unsuccessful bidders after the awarding process has been completed. Subject to Clause 23 of the Draft Deed of Sale attached hereto per Annexure B, 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.				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

8. SALE “VOETSTOOTS” AND SUBJECT TO CONDITIONS:

The property is sold as it stands, "voetstoets", and the Municipality shall not be responsible for any defects in the property either patent or latent. The property is moreover sold subject to all conditions and servitudes mentioned or referred to in the current title deed of the property and to all such other conditions and servitudes which may exist in regard thereto. The Municipality shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.

9. COOLING OFF PERIOD - RIGHTS IN TERMS OF ALIENATION OF LAND ACT, ACT 68 OF 1981

Bidders are to note the content of Clause 23 of the Draft Deed of Sale attached hereto per Annexure B.

10. 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.

11. VALUE OF THE PROPERTY

The indicative price is R23,940.00 (VAT inclusive).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. ANNEXURE A – LOCALITY MAP



SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ANNEXURE B – DRAFT DEED OF SALE
DEED OF SALE
ERF 189 ZWELIHLE

entered into between
OVERSTRAND MUNICIPALITY
 herein represented by _____ **XXX** _____
 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 Erf 189 (252m² in extent), situated at 15 Kepkey Street, Zwelihle, which locality plan is attached per “Annexure _” **for residential purposes;**

AND WHEREAS the Bid Adjudication Committee resolved on _____ **XXX** _____ that the tender be awarded to the **PURCHASER**, the minutes attached hereto marked “Annexure _”;

AND WHEREAS the **SELLER’s** Council approved the transfer of the Property to the **PURCHASER** on _____ **XXX** _____, the resolution of which a copy is attached hereto per “Annexure _”;

NOW THEREFORE THE PARTIES AGREE that the **SELLER**, pursuant to the authority conferred upon it by the Administration of Immovable Property Policy of the Overstrand Municipality hereby agrees to sell to the **PURCHASER** and the **PURCHASER** hereby agrees to purchase from the **SELLER** the Property, upon the following terms and conditions:

1. PROPERTY

The property is described as:

ERF 189 Zwelihle, in the Overstrand Municipality, Division of Caledon, Western Cape Province

EXTENT: 252 (TWO HUNDRED AND FIFTY TWO) SQUARE METRES

As indicated on the General Plan Nr 270/1986 (attached hereto as “Annexure _”

Held by Title Deed nr T10034/1995

(situated in Kepkey Street, Zwelihle)

(hereinafter called the “Property”)

2. PURCHASE PRICE

- 2.1 The purchase price is the sum of **R_XXXXXXXX_ (XXXXXXXX_)** (VAT excluded), being the amount tendered by the **PUCHASER** for the Property.
- 2.2 A deposit equal to **10% (TEN PERCENT)** of the full purchase price shall be paid by the **PURCHASER** to the transferring attorneys within **10 (TEN) days** of date of request in writing thereof.
- 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 Interest on the purchase price at a rate equal to the prime lending interest rate applicable on date of signature, as from date of signature of this agreement until date of registration of the transaction in the Deeds Office, must be charged by the **SELLER** should payment or transfer be delayed due to an action or failure on the part of the **PURCHASER**.
- 2.6 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.

3. SALE "VOETSTOOTS" AND SUBJECT TO CONDITIONS

- 3.1 The Property is transferred as it stands, "voetstoots", and the **SELLER** shall not be responsible for any defects in the property either patent or latent. The Property is moreover transferred subject to all conditions and servitudes mentioned or referred to (or registered against) 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 of the Property 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 registration of the transfer and shall pay such rates and taxes and service charges upon request.

7. TRANSFER

- 7.1 Transfer shall be passed by the **SELLER's** attorneys, ***TO BE CONFIRMED***, Hermanus as soon as possible after fulfilment of the suspensive condition(s) contained in this agreement.
- 7.2 The **PURCHASER** shall within **14 (FOURTEEN) days** of being requested by the transferring attorneys to do so, sign the necessary documentation to effect transfer and the transfer documents. Should the **PURCHASER** fail to sign the necessary documentation to effect transfer and the transfer documents within the prescribed period this agreement may be cancelled after written notice.

8. COSTS

- 8.1 The **PURCHASER** shall within **14 (FOURTEEN) days** on request by the transferring attorneys, pay all costs of and incidental to the registration of transfer, which without derogating from the generality of the 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 (Act 56 of 2003) to the **SELLER** upon being requested to do so.

8.3 The **PURCHASER** and **SELLER** will each pay their own cost relating to this Deed of Sale, i.e. consultation fees, etc.

9. RIGHTS ON BREACH OF CONTRACT

In the event of either party fails to comply with any conditions of this agreement by the due date thereof (which shall include failure to sign the transfer documents and any other necessary documentation to effect transfer when requested to do so or failure to provide any information required by the transferring attorneys for the purpose of effecting transfer) the aggrieved party shall be entitled to give the defaulting party **14 (FOURTEEN) 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 (TEN) 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 **14 (FOURTEEN) days** to provide reasons why the envisaged restriction should not be imposed. Should the **PURCHASER** fail to respond within the stipulated **14 (FOURTEEN) 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 **5 (FIVE) business days** of such imposition, furnish the National Treasury, with the following information:
 - 9.1.7.1 the name and address of the **PURCHASER** and/or person restricted by the **SELLER**;
 - 9.1.7.2 the date of commencement of the restriction;
 - 9.1.7.3 the period of restriction; and
 - 9.1.7.4 the reasons for the restriction.

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

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

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

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

10. CANCELLATION

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

11. SERVICING OF PROPERTY

11.1 The **PURCHASER** shall be responsible for all costs relating to the connections for water, sewerage and electricity supply to the Property and any other services, if needed.

11.2 Should any existing services need to be relocated or secured by means of registration of a servitude in favour of the **SELLER** as a result of this alienation of the Property, all related costs shall be for the account of the **PURCHASER**.

12. DOMICILLIA AND NOTICES

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

12.2 Both the **SELLER** and the **PURCHASER** shall be entitled from time to time, by written notice to the other, to change the address as set out in Schedule 1 of this agreement; the **PURCHASER** specifically to the **SELLER** via its Property Administration Department, to vary its *domicilium* address to any other address within the Republic of South Africa, which is not a post office box.

12.3 All notices, communications or processes in terms of this agreement shall be in writing.

12.4 Any notice, communication or any process addressed by either the **SELLER** or **PURCHASER** the one to the other ("the addressee"), shall be deemed to have been sufficiently served and/or delivered upon the **SELLER**:

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

12.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at its *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the **5th business day** after the date of posting;

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

12.5 The above clauses will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa

13. DISPUTE RESOLUTION

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

13.2 If, after **30 (THIRTY) 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 than **5 (FIVE) years** standing;
- 14.3.2 any other matter, an independent and suitably qualified person, as may be agreed upon, between the Parties to the dispute.
- 14.4 If agreement cannot be reached on whether the question in dispute falls under sub-clauses 14.3.1 or 14.3.2 and/or upon a particular Arbitrator, within **3 (THREE) days** after the arbitration has been demanded, then the President, for the time being, of the Cape Law Society shall :
- 14.4.1 determine whether the question in dispute falls under sub-clauses 14.3.1 or 14.3.2 and/or
- 14.4.2 nominate the Arbitrator, within **7 (SEVEN) days** after the parties have failed to agree.
- 14.5 The Arbitrator shall give his decision within **5 (FIVE) days** after completion of the arbitration, and shall, in arriving at his decision, have regard to all terms and conditions of this agreement.
- 14.6 The Arbitrator may determine that the costs of the arbitration are to be paid either by one or other of the disputing parties, or apportioned between them.
- 14.7 The decision of the Arbitrator shall be final and binding and may be made an order of the High Court of South Africa, upon application of either party.
- 14.8 This clause shall survive the termination of this agreement.

15. GENERAL

- 15.1 The **PURCHASER** shall not erect or cause or permit to be erected any buildings and/or structures on the Property until such time as the plans therefore have been approved by the Building Control Manager of the Overstrand Municipality. This approval does not absolve the **PURCHASER** from compliance with any other relevant legislation.
- 15.2 No indulgence shown by the **SELLER** to the **PURCHASER** shall prejudice the **SELLER's** rights or be a novation of this agreement. Any indulgence in respect of extension of time or anything else granted by either party to the other will not be considered to impair any of the rights of such party in terms of this agreement or affect any rights whatsoever of such party.
- 15.3 The parties hereto acknowledge that this agreement constitutes the entire contract between them and that no other conditions, stipulations, warranties or representations whatsoever have been made by or on behalf of either party other than such as are included herein.
- 15.4 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given. All provisions of the Deed of Sale shall remain in effect unless amended in writing and signed by both parties represented herein.
- 15.5 The headings in this agreement are included for the sake of convenience only and shall not be used for the purposes of interpretation.

- 15.6 The **SELLER** and the **PURCHASER** hereby consent to the jurisdiction of the Magistrate's Court for any action that 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.
- 15.7 This agreement shall 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.
- 15.8 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.
- 15.9 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
- 15.9.1 the singular shall include the plural and vice versa;
- 15.9.2 any one gender shall include the other gender, and
- 15.9.3 natural persons shall include juristic persons, trusts, partnerships and estates.
- 15.10 The **PURCHASER** shall not be entitled to cede, assign or transfer its rights or obligations in terms of or arising from this agreement to any party without the prior written consent of the **SELLER**, which consent shall not be unreasonably withheld.
- 15.11 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.
- 15.12 The parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of this agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so.
- 16. SIGNATURE IN COUNTERPARTS**
- 16.1 This agreement may be executed in counterparts and shall be valid and binding upon the parties thereto, notwithstanding that one or more of the Parties may sign a fax copy thereof.
- 17. SURETYSHIP**
- 17.1 If a **PURCHASER** enters into this agreement in a representative capacity then such **PURCHASER** binds himself as surety and co-principal debtor on behalf of the represented party for the due performance by his principal of the terms of this agreement by virtue of his signature hereto and by virtue of the deed of suretyship incorporated in this clause. If the person proposing to act in a representative capacity appears not to be in possession of proper written authority by his principal, then and in that instance the person who signed this agreement will, in his personal capacity, be liable for the due fulfillment of all the obligations of the party on whose behalf he proposes to act.
- 17.2 The Sureties by their signatures hereto, renouncing the benefits of excussion and division, the meaning of which they declare themselves to be fully acquainted, hereby bind themselves jointly and severally and in solidum, to the **SELLER** and its successors in title, cessionaries or assigns, as sureties for and co-principal debtor with the **PURCHASER** for the due and punctual payment and performance by the **PURCHASER** of all debts and obligations (including but not limited to damages) of whatsoever nature and howsoever arising from this agreement including any amendment to thereto, which the **PURCHASER** may now or in the future owe to the **SELLER** (all of which debts and obligations are hereinafter referred to as "the obligations"). As part of their liability in terms hereof, the Sureties bind themselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature including, but without derogating from the generality of the aforesaid, attorney and own client legal costs (reckoned on the recommended non litigious tariff of the Law Society of the Cape of Good Hope or its successors) and collection commission under this agreement as well as the Sureties obligations hereunder.
- 17.3 Should the **PURCHASER** be a registered company/close corporation it shall prior to concluding this agreement furnish the **SELLER** in writing with the names and addresses of

all its shareholders and directors or members, and no share or member's interest in the tenant company/close corporation shall be sold, disposed of or alienated nor shall it be permitted to make any change in the composition of its directorate or members without the written approval of the **SELLER**, under the hand of the Municipal Manager, which approval will not be unreasonably withheld. Such directors or members referred to shall be obliged to sign a suretyship for the due fulfillment of the obligations of the company/close corporation in terms of this agreement.

18. SPECIAL CONDITIONS

18.1 Should the **PURCHASER** not complete the development on the Property within a period of **2 (TWO) years** from date of the registration of transfer, which time period of **2 (TWO) years** may on prior written application of the **PURCHASER** to the **SELLER** stating the reasons for the request, be extended by consent of the **SELLER** given under the hand of the Municipal Manager, which consent will not be withheld unreasonably, ownership of the Property thereof shall revert back to the **SELLER**, and the **PURCHASER**, or its successors in title, shall:

18.1.1 be compelled to sign the transfer documents within **7 (SEVEN) 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

18.1.2 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

18.1.3 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.

18.2 The Property may only be used for residential purposes (Residential Zone 1) in accordance with the Overstrand Zoning Scheme Regulations.

18.3 The height of the buildings will be limited to a height of **8 (EIGHT) metres**, measured from base level to the top of the roof, as provided for in the Overstrand Zoning Scheme Regulations.

18.4 Any further development of the Property should comply with the provisions of the applicable Scheme Regulations for Residential Zone 1 as promulgated in terms of the Land Use and Planning Ordinance, No. 15 of 1985.

18.5 Access to the Property will be from Kepkey Street, Zwelihle

18.6 All required parking must be provided on site. Of parking must be provided on the basis of 1 parking bay per dwelling unit, to the satisfaction of the Director: Infrastructure and Planning.

18.7 Coverage of 65% will be allowed.

19. 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**.

20. LEGAL PERSON AS PURCHASER

Should the **PURCHASER** be an incorporated company, a registered close corporation or other legal entity, the **SELLER** shall be entitled to require all directors of such company, members of such close corporation or trustees or office bearers of such other legal person to bind themselves jointly and severally as sureties for and co-principal debtors *in solidum* with the **PURCHASER** to the **SELLER** for the due and proper performance by the **PURCHASER** of all 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 person as the case may be. The signatory hereto, binds himself under renunciation of the exception of excussion and division, as surety and co-principal debtor to the **SELLER** of all the obligations of the **PURCHASER**.

21. 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.

22. SUSPENSIVE CONDITIONS

- 22.1 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 **90 (NINETY) days** from the date of notice of acceptance of the offer by the Municipality.
- 22.2 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.

23. COOLING OF PERIOD

- 23.1 The **PURCHASER** is entitled in terms of Section 29A of the Alienation of Land Act No. 68 of 1981 ("the Act"), subject to the provisions of Section 29A(5) of said Act, to revoke the offer to purchase or terminate the deed of sale (whichever is applicable) within **5 (FIVE) business days** after signature of the offer to purchase or the deed of sale, by written notice delivered to the **SELLER** specifically via its Property Administration Department or his/her agent ("the cooling off period").
- 23.2 The said written notice will only be valid if:
- 23.2.1 signed by the **PURCHASER** or his/her agent the latter acting on his/her written authority;
 - 23.2.2 it clearly identifies this agreement;
 - 23.2.3 it is unconditional.
- 23.3 After such revocation or termination every person having received any amount in terms of this agreement will be obliged to refund to the **PURCHASER** such amount(s) within a period of **10 (TEN) days** from date of delivery of the said notice.
- 23.4 The right so to terminate or revoke in terms of the Act is not available to a Purchaser under the following circumstances if:
- 23.4.1 the Property is agricultural land as defined in the act;
 - 23.4.2 the purchase price exceeds **R250 000.00 (TWO HUNDRED AND FIFTY THOUSAND RAND)** or such amount prescribed in terms of the act;
 - 23.4.3 the **PURCHASER** is not a natural person;
 - 23.4.4 the Property has been purchased at an advertised public auction;
 - 23.4.5 the **PURCHASER** has reserved the right herein to appoint another person to whom the rights and obligations obtained under this agreement can be transferred.

SIGNED at _____ on this _____ day of _____

Witnesses:

1. **DO NOT SIGN** _____

2. **DO NOT SIGN** _____

DO NOT SIGN _____

On behalf of the **SELLER**

SIGNED at _____ on this _____ day of _____

Witnesses:

1. **DO NOT SIGN** _____

2. **DO NOT SIGN** _____

DO NOT SIGN _____

On behalf of the **PURCHASER**

****Relevant Annexures to be attached to the final Deed of Sale**

12. FORM OF OFFER

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:

ERF 189 ZWELIHLE FOR RESIDENTIAL PURPOSES.

The bidder, identified in the offer signature block, acknowledges that he/she has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation, the terms of the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality as approved and adopted by Council, and by submitting this offer has accepted the conditions of tender, the deed of sale attached 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 OFFERED PURCHASE PRICE <u>INCLUSIVE OF VAT IS:</u>					
ERF 189 ZWELIHLE:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: middle;">R</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"></td> <td style="padding: 5px;"><i>(In words):</i></td> </tr> </table>	R			<i>(In words):</i>
R					
	<i>(In words):</i>				

This offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning one fully completed and 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>	Date
Signature of witness:		

2. ACCEPTANCE

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

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 10 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, originally signed by the authorized official of the Overstrand Municipality.

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

11. 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**

12. 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.