



**TENDER NO.: SC 1750/2016**

**SALE OF A: THE REMAINDER OF ERF 2834, EXCLUDING ERF 2836 AND INCLUDING UNREGISTERED ERF 2837 SANDBAAI, HERMANUS ,  
OR  
B: UNREGISTERED ERF 2837 SANDBAAI, HERMANUS, ALSO KNOWN AS THE SANDBAAI COMMONAGE**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (refer to page 73):</b>	

**DECEMBER 2016**

**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**

<b>KLEINMOND</b> Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	<b>HERMANUS</b> PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	<b>STANFORD</b> PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	<b>GANSBAAI</b> PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS						
TENDER NUMBER:	<b>SC 1750/2016</b>					
TENDER TITLE:	<b>SALE OF A: THE REMAINDER OF ERF 2834, EXCLUDING ERF 2836 AND INCLUDING UNREGISTERED ERF 2837 SANDBAAI, HERMANUS, OR B: UNREGISTERED ERF 2837 SANDBAAI, HERMANUS, ALSO KNOWN AS THE SANDBAAI COMMONAGE.</b>					
CLOSING DATE:	<b>2017/03/03</b>		CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>N/A</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX NO:	<b>7</b>	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:	<b>90</b>	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:			

<b>DATE:</b>	
<b>SIGNATURE OF TENDERER:</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED:</b>	

<b>PLEASE NOTE:</b>
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	<b>A Kotze</b>	<b>023 316 3724</b>
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>A Moore</b>	<b>028 313 8974</b>
	<b>L du Preez</b>	<b>028 313 8147</b>

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

<b>1. CHECKLIST</b>
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**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Certificate of Clarification Meeting Attendance</b> Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No	
<b>Authority to Sign a Bid</b> Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>Tax Clearance Certificate</b> Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No	
<b>Specifications</b> Is the form duly completed and signed?	Yes	No	
<b>Form of Offer</b> 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 1750/2016****SALE OF A: THE REMAINDER OF ERF 2834, EXCLUDING ERF 2836 AND INCLUDING UNREGISTERED ERF 2837 SANDBAAI, HERMANUS , OR****B: UNREGISTERED ERF 2837 SANDBAAI, HERMANUS, ALSO KNOWN AS THE SANDBAAI COMMONAGE**

Tenders are hereby invited for the sale of either:

**A: The remainder of Erf 2834, excluding Erf 2836 and including unregistered Erf 2837 Sandbaai, Hermanus,**

**OR**

**B: Unregistered Erf 2837 Sandbaai, Hermanus, also known as the Sandbaai Commonage.**

Tender documents, in English, are obtainable from **Friday, 09 December 2016**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, from Ms Rita Neethling, Tel. 028 313 8064, between 08h30 and 15h30, upon payment of a tender participation fee of **R167-00** per set. Alternatively the documents can be downloaded from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za)

Sealed tenders, with "**Tender No. SC1750/2016: Sale of A: The remainder of Erf 2834, excluding erf 2836 and including Erf 2837 Sandbaai, Hermanus , OR B: Unregistered Erf 2837 Sandbaai, Hermanus, also known as the Sandbaai Commonage**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 7** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is **on Friday, 03 March 2017 at 12h00** and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Please refer enquiries to Ms **A Kotze** at telephone number: **028 316 3724**

### 3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a <b>CERTIFIED COPY</b> of the resolution attached?		<b>YES</b>	<b>NO</b>

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

**3. PARTNERSHIP/TRUST**

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

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

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

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

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. 4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**This returnable schedule is to be completed by JOINT VENTURES**

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

<b>1. Name of firm (Lead partner)</b>			
Address			
		Tel. No.	
Signature		Designation	

<b>2. Name of firm</b>			
Address			
		Tel. No.	
Signature		Designation	

<b>3. Name of firm</b>			
Address:			
		Tel. No.	
Signature		Designation	

<b>4. Name of firm</b>			
Address			
		Tel. No.	
Signature		Designation	

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

## 5. GENERAL CONDITIONS OF TENDER

5. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
6. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus
7. **PLEASE NOTE:**
  - 7.1. Tenders that are deposited in the incorrect box will not be considered.
  - 7.2. Tender box deposit slot is 28cm x 2.5cm.
  - 7.3. Mailed, telegraphic or faxed tenders will not be accepted.
  - 7.4. Documents may only be completed in black ink.
  - 7.5. The use of correction fluid/tape is not allowed.
  - 7.6. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 7.7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 7.8. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 7.9. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
8. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
9. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
10. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
11. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
12. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
  - 12.1. That  
 an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 12.2. The  
 tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
13. This bid will be evaluated and adjudicated according to the following criteria:
  - 13.1. Relevant specifications
  - 13.2. Financial means and expertise
  - 13.3. Capability to perform in terms of the contract
14. The following terms shall be interpreted as indicated:
  - 14.1. “*Closing time*” means the date and hour specified in the bidding documents for the receipt of bids.

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

<b>6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
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It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

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



**7. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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.	<b>Full Name of bidder or his or her representative</b>																			
3.2.	<b>Identity Number</b>																			
3.3.	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>																			
3.4.	<b>Company Registration Number</b>																			
3.5.	<b>Tax Reference Number</b>																			
3.6.	<b>VAT Registration Number</b>																			
3.7.	<b>Are you presently in the service of the state?</b>	YES		NO																
3.7.1.	If so, furnish particulars:																			
3.8.	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO																
3.8.1.	If so, furnish particulars:																			

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> "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.



<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
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 <sup>3</sup> Employee Number

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

**4. DECLARATION**

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

1. a member of –
  2. any municipal council;
  3. any provincial legislature; or
  4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



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

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. CERTIFICATION**

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

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

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



**9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> 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;

<sup>4</sup> 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 consortium<sup>5</sup> 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.

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



**10. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

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

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

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

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

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

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

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

**NB: Please attach certified copy(ies) of ID document(s)**  
**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></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><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

## 11. SPECIFICATIONS

### SCOPE OF TENDER

#### 1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to dispose of the properties known as (a) The remainder of Erf 2834 (excluding Erf 2836 and including unregistered Erf 2837) Sandbaai (Option A) OR (b) Unregistered Erf 2837 Sandbaai (Option B). The Municipality owns the land.
- 1.2. The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.
- 1.3. The Municipality will give preference to tenders received for the remainder of Erf 2834 (excluding Erf 2836 and including unregistered Erf 2837) Sandbaai. Should no acceptable tenders be received for the remainder of Erf 2834 Sandbaai, the Municipality will consider tenders for the sale of Unregistered Erf 2837 Sandbaai (the Retirement Village).
- 1.4. The tender is subject to the conditions as set out in the tender documents and to the most recent Supply Chain Management Policy 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 6 – 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 J to the tender documentation, will be entered into with the successful bidder as soon as possible after the tender has been awarded. Should the successful bidder fail or neglect to conclude the Deed of Sale with the Municipality within the time period specified by the Municipality in writing, the terms and conditions of this tender and the policies referred to and this agreement shall be binding on both parties and enforceable by them.
- 2.6. Payment of 10% (ten per cent) of the agreed purchase price is required and payable within 10 days of date of request in writing thereof by the Municipality. The successful bidder shall be obliged to furnish the Municipality within 14 days after being requested thereto with a bank or other acceptable guarantee for the payment of the balance of the purchase price by registration of the transfer in the Deeds Office.
- 2.7. The bidder shall be responsible for payment of all the costs involved with the registration of the transfer in the Deeds Office, including but not limited to registering the Certificate of Registered Title and/or Certificate of Consolidated title if necessary, and transfer.

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- 2.8. The transfer of the ownership of the property to the successful bidder will proceed after the Municipal Council has approved the transfer in terms of Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) and the Deed of Sale have been signed. It must be noted that the successful bidder will be liable for the costs of the required advertisement, placed in terms of Section 14 of Local Government: Municipal Finance Management Act (Act 56 of 2003) as well as all costs related to the transfer of the property as indicated above.

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

- 3.1. Erf no. and size: A: The remainder of Erf 2834 (excluding Erf 2836 and including unregistered Erf 2837) Sandbaai is ±39,4905ha in extent, and  
 B: Unregistered Erf 2837 Sandbaai is 14,3802ha in extent
- 3.2. Zoning status: Option (A): Remainder of Erf 2834 Sandbaai is zoned for Residential and Business uses and includes Residential Zone I, General Residential Zone I, General Residential Zone II, Business Zone III, Private and Public Open Spaces and Roads.  
Option (B): Unregistered Erf 2837 Sandbaai is zoned for a Retirement Village and includes Residential Zone I, General Residential Zone I, General Residential Zone II, Private Open Spaces and Private Roads. A site development plan for the portion indicated as Residential Units and Apartments/Frail Care/Service Centre must be submitted for the approval. This can be submitted after the bid has been awarded.

As indicated on the locality map attached hereto marked Annexure A as well as the diagrams attached hereto marked Annexure B.

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

- 3.3. **Bidders may submit tenders for either of the properties.** The form of offer on page 53 should clearly indicate the property being tendered for.

### 4. DEVELOPMENT PARAMETERS

#### 4.1. Development Directives

Development should comply with the provisions of the Overstrand Zoning Scheme Regulations as promulgated in terms of the Western Cape Land Use Planning Act, No. 3 of 2014. The development must be in accordance with the approved zoning and subdivision indicated on the development plan as attached hereto marked Annexure C. A clear copy can be obtained from the Town Planning Department, Hermanus Administration or the Property Administration Department, Onrust River.

Option (A): Remainder of Erf 2834 Sandbaai is zoned for Residential and Business uses and includes Residential Zone I, General Residential Zone I, General Residential Zone II, Business Zone III, Private and Public Open Spaces and Roads.

Option (B): Unregistered Erf 2837 Sandbaai is zoned for a Retirement Village and includes Residential Zone I, General Residential Zone I, General Residential Zone II, Private Open Spaces and Private Roads. A site development plan for the portion indicated as Residential Units and Apartments/Frail Care/Service Centre must be submitted for the approval. This can be submitted after the bid has been awarded.

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## 4.2. Proposed land use specifications

Option (A): Remainder of Erf 2834 Sandbaai (including unregistered Erf 2837 Sandbaai):

- Residential Zone I: 94 erven of approximately 550-650m<sup>2</sup> each
- General Residential Zone I:
  - ⇒ Cluster no 1: 53 residential erven & 3 private open spaces
  - ⇒ Cluster no 2: 98 residential erven & 3 private open spaces
- General Residential Zone II: ±6,45ha @ 50 units/ha (332 optimal utilization)
- Business Zone III: ±1,25 ha (with a consent use for business premises)

Please note that the land use specifications for unregistered Erf 2837 Sandbaai (Option B) must be included in Remainder of Erf 2834 Sandbaai if the latter erf is tendered for and developed.

Option (B): Unregistered Erf 2837 Sandbaai:

- Residential Zone I: 46 buffer erven of ±550m<sup>2</sup> each
- General Residential Zone I: 82 transitional erven of ±400-525m<sup>2</sup> each
- General Residential Zone I: 3,29ha @ 35 units/ha = 115 units
- General Residential Zone II: ±1,685ha – frail care, apartments & service centre

## 4.3. Non-Developable area.

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

No development may take place below the 1:100 floodline.

## 4.4. Accesses and Road provision

The developer access to the property will be from such roads that have been approved by the Director: Infrastructure and Planning.

## 4.5. Height Restrictions

Option (A): Remainder of Erf 2834 Sandbaai (including unregistered Erf 2837 Sandbaai):

- Residential Zone I: 8m measured from base level to top of the roof.
- General Residential Zone I: 8m measured from base level to top of the roof.
- General Residential Zone II: 8m measured from base level to top of the roof.
- Business Zone III: 8.5m measured from base level to top of the roof.

Option (B): Unregistered Erf 2837 Sandbaai:

- Residential Zone I: 8m measured from base level to top of the roof.
- General Residential Zone I: 8m measured from base level to top of the roof.
- General Residential Zone II: 8m measured from base level to top of the roof.

## 4.6. Not Allowed

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

## 4.7. Allowed Uses

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

## 4.8. Parking

As per the requirements of the Overstrand Zoning Scheme Regulations.

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## 4.9. Coverage:

Option (A): Remainder of Erf 2834 Sandbaai (including unregistered Erf 2837 Sandbaai):

- Residential Zone I: 50%
- General Residential Zone I: 50%
- General Residential Zone II: 65%
- Business Zone III: 75%

Option (B): Unregistered Erf 2837 Sandbaai:

- Residential Zone I: 50%
- General Residential Zone I: 50%
- General Residential Zone II: 65%

**5. INFRASTRUCTURE**

5.1. 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. The development must comply with the conditions as set out in the services report attached hereto as Annexure D.

## 5.2. Roads

Option (A): The developer must at its cost construct the road link between the Curro circle and the future bridge crossing to Onrust River. The second smaller circle to the south and the remaining roads must also be constructed by the developer at their cost.

Access to Habonim Resort must be provided from End Street.

Option (B): The developer must construct the road link to End Street, Sandbaai.

See the External services plan attached hereto as Annexure E.

5.3. 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.

5.4. Bulk Services Levies will be payable by the developer according to the prescribed fees as contained in Council's budget. This fee varies from year to year. Bulk services levies will be payable before any rates clearance certificate will be issued for the transfer of the individual erven to the end user.

**6. 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	
6.1	Submissions are invited from all parties with the <b>financial means and financial ability, stability and resources</b> 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				

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Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
	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..				
6.2	<b>The bidders are required to submit a tender deposit of ten thousand rand (R10,000.00) on submission of the tender.</b> 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.				

## 7. FURTHER CONDITIONS

- 7.1 A geotechnical investigation must be done by the successful bidder before any building plan is approved.
- 7.2 The conditions of the Record of Decision of the Department of Environmental Affairs and Development Planning must be adhered to. A copy of this report is attached hereto marked Annexure F.
- 7.3 The conditions of the Traffic Assessment Report must be adhered to. A copy of this report can be obtained from the Town Planning Offices, Paterson Street, Hermanus on request.
- 7.4 The recommendations of the Western Cape and Overstrand Heritage Committees must be adhered to. A copy of these recommendations is attached hereto marked Annexure G.
- 7.5 It must be noted that the Municipality shall have the right at all times, with due consultation with successful bidder, at its own costs, to carry out and construct on a portion of the property road(s) as may now or hereafter be necessary or desirable for use by the public. In this regard the bidder's attention is drawn to the proposed new road running through a portion of the property as indicated in on the plan attached hereto marked Annexure H.
- 7.6 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.

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**8. 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.

**9. VALUE OF THE PROPERTY**

The indicative prices for the properties are:

- 8.1 Option (A): R60,249,000.00 (VAT inclusive)
- 8.2 Option (B): R24,582,960.00 (VAT inclusive)

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ANNEXURE A – LOCALITY MAP:



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Date: 2016-11-09

Option B



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THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
1988/2010	4494/2010	Erf 2836	6,3847 ha	10625/2010	2A	
744/2011	1899/2011	Erf 2837	14,3802 ha			25,1103

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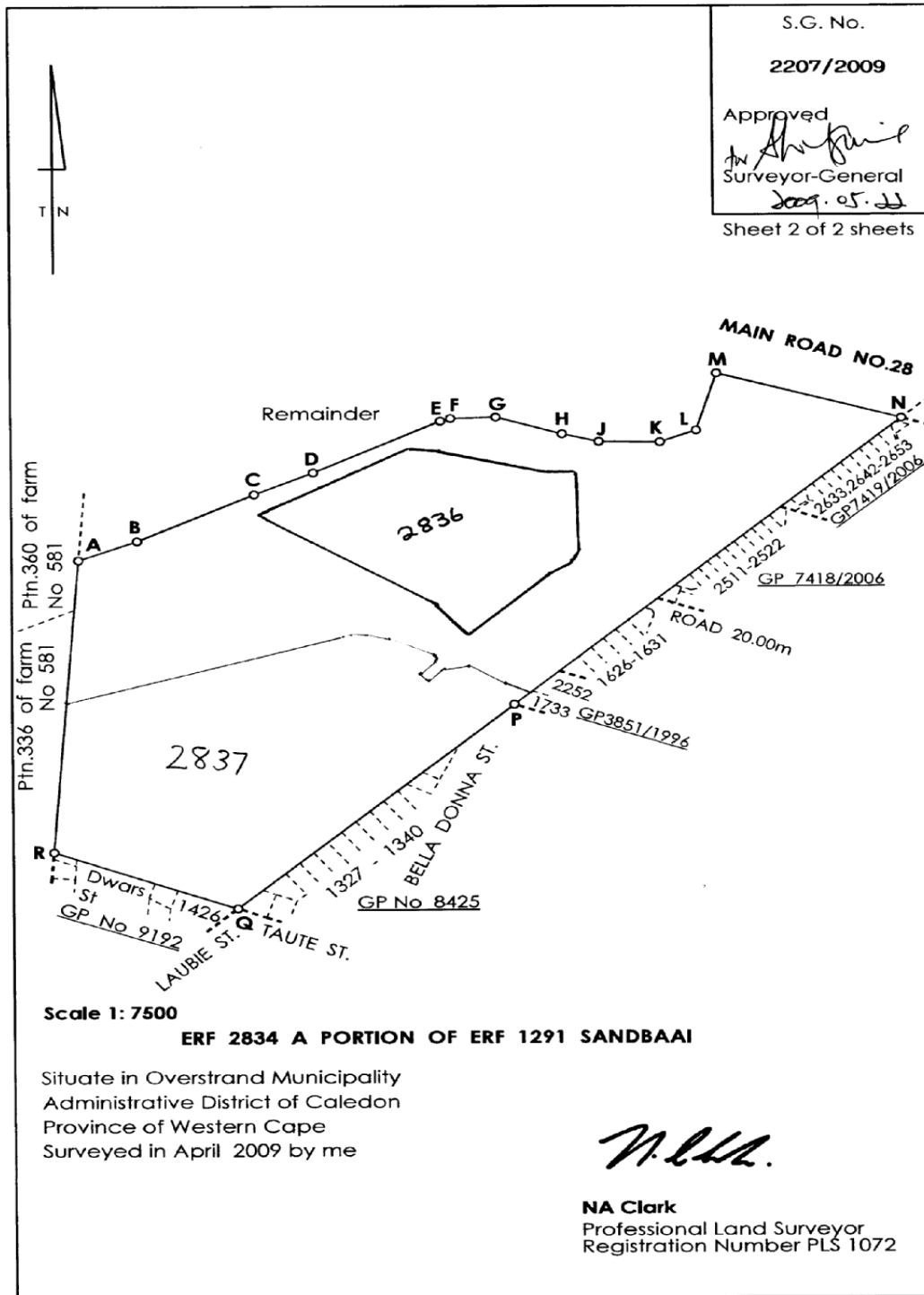
CERTIFIED COPY FOR REGISTRATION  
 FOR SURVEYOR GENERAL  
*P.F. Spronk*  
 DATE 30 JUN 2011

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG19° X		S.G. No. 1899/2011
		Constants:	± 0,00	± 0,00	Approved
AB	367,71	255 02 30	A	-16 919,95	+3809 790,95
BC	14,48	260 37 20	B	-17 275,20	+3809 696,04
CD	16,44	270 12 30	C	-17 289,49	+3809 693,68
DE	28,03	282 34 10	D	-17 305,93	+3809 693,74
EF	59,07	291 48 50	E	-17 333,29	+3809 699,84
FG	5,93	306 30 10	F	-17 388,13	+3809 721,79
GH	4,03	357 52 10	G	-17 392,90	+3809 725,32
HJ	6,32	26 24 10	H	-17 393,05	+3809 729,35
JK	22,46	49 28 40	J	-17 390,24	+3809 735,01
KL	14,74	319 25 40	K	-17 373,17	+3809 749,60
LM	24,80	229 28 50	L	-17 382,76	+3809 760,80
MN	32,50	263 48 00	M	-17 401,61	+3809 744,68
NP	51,10	300 01 40	N	-17 433,92	+3809 741,18
PO	38,12	288 39 00	P	-17 478,16	+3809 766,75
QR	476,31	49 28 50	Q	-17 514,28	+3809 778,94
RS	263,94	109 48 20	R	-17 152,19	+3810 088,39
SA	208,63	184 25 20	S	-16 903,86	+3809 998,96
		40AC19	⊕	-17 358,39	+3809 101,12
		41AC19	⊕	-17 582,02	+3809 160,59
<u>Description of Beacons</u>					
A,B,C,D,E,F,G,H,J,K,L,M,N,P,Q,R : 12mm Round Iron Peg					
S : 16 mm iron peg					
Sheet 1 of 2 sheets					
<p>The figure            A B C D E F G H J K L M N P Q R S</p> <p>represents            14,3802 hectares            of land being</p> <p style="text-align: center;"><u>ERF 2837 (A PORTION OF ERF 2834) SANDBAAI</u></p> <p style="text-align: center;">situate in the Overstrand Municipality</p> <p style="text-align: center;">Administrative District of Caledon</p> <p style="text-align: center;">Province of Western Cape</p> <p>Surveyed in May 2011 by me            <i>P.F. Spronk</i></p> <p style="text-align: right;">P.F. Spronk Professional Land Surveyor Registration Number PLS-0779</p>					
This diagram is annexed to No. d.d. i.f.o. Registrar of Deeds		The original diagram is S.G. No.2207/2009 Transfer 2011. .10624 Grant		File S/10350/5/14 V1 S.R. 744/2011 G.P. Comp. AI-3CB/Y32(446) AI-3CB/Y31(445) LPI C0130020	

ERF 2837 SANDBAAI

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OFFICE COPY



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Erf 2834 SANDBAAI

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

EXEMPT FROM PROVISIONS OF ACT  
 TO OF 1970  
 SECTION 1(4)

APPROVED IN TERMS OF SECTION 15  
 OF ORD. 16/1985  
 REF. HSB. ACT. REG. 0002  
 DATE 08/03/2010

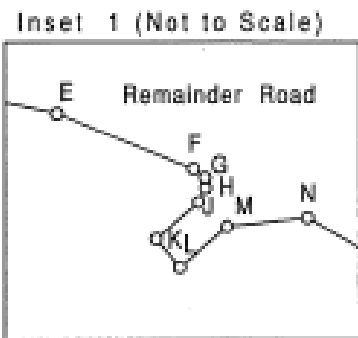
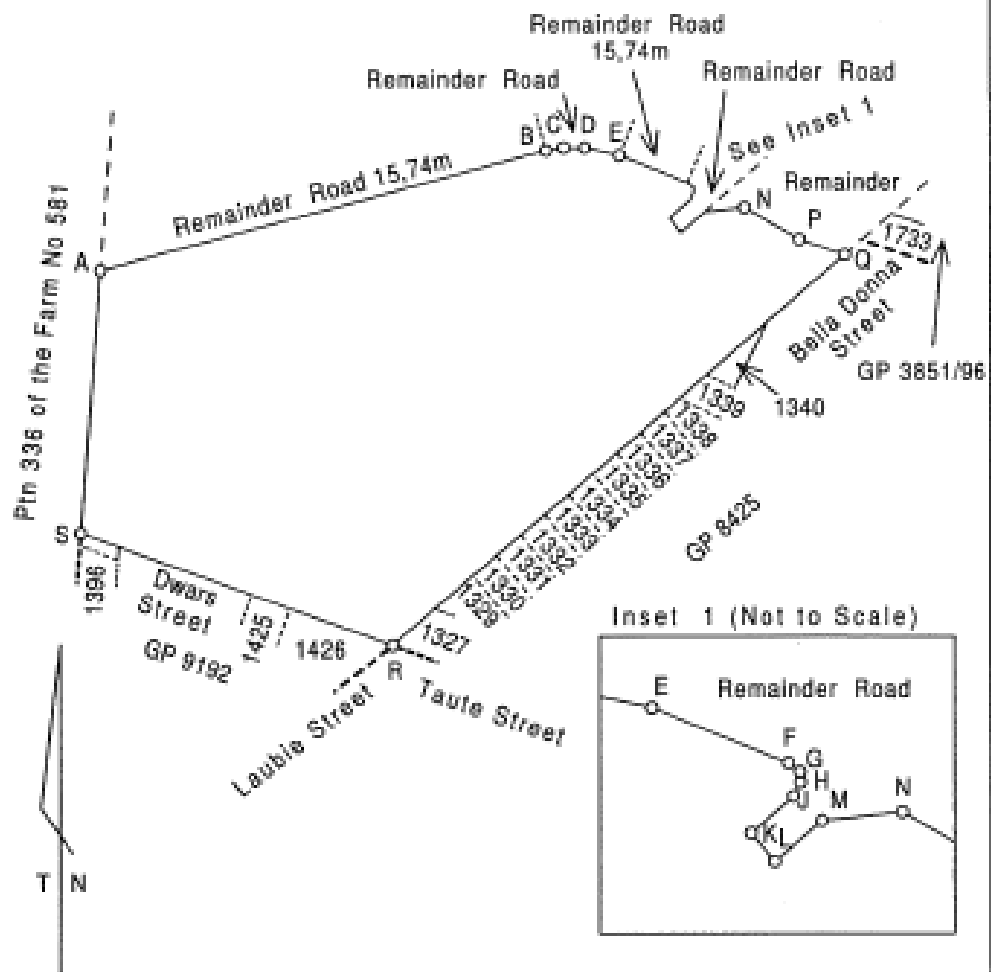
**ERF 2837 (A PORTION OF ERF 2834) SANDBAAI**

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

S.G. No.  
 1899/2011

Approved  
*Antoni*  
 for  
 SURVEYOR-GENERAL  
 2011-06-29

Sheet 2 of 2 sheets



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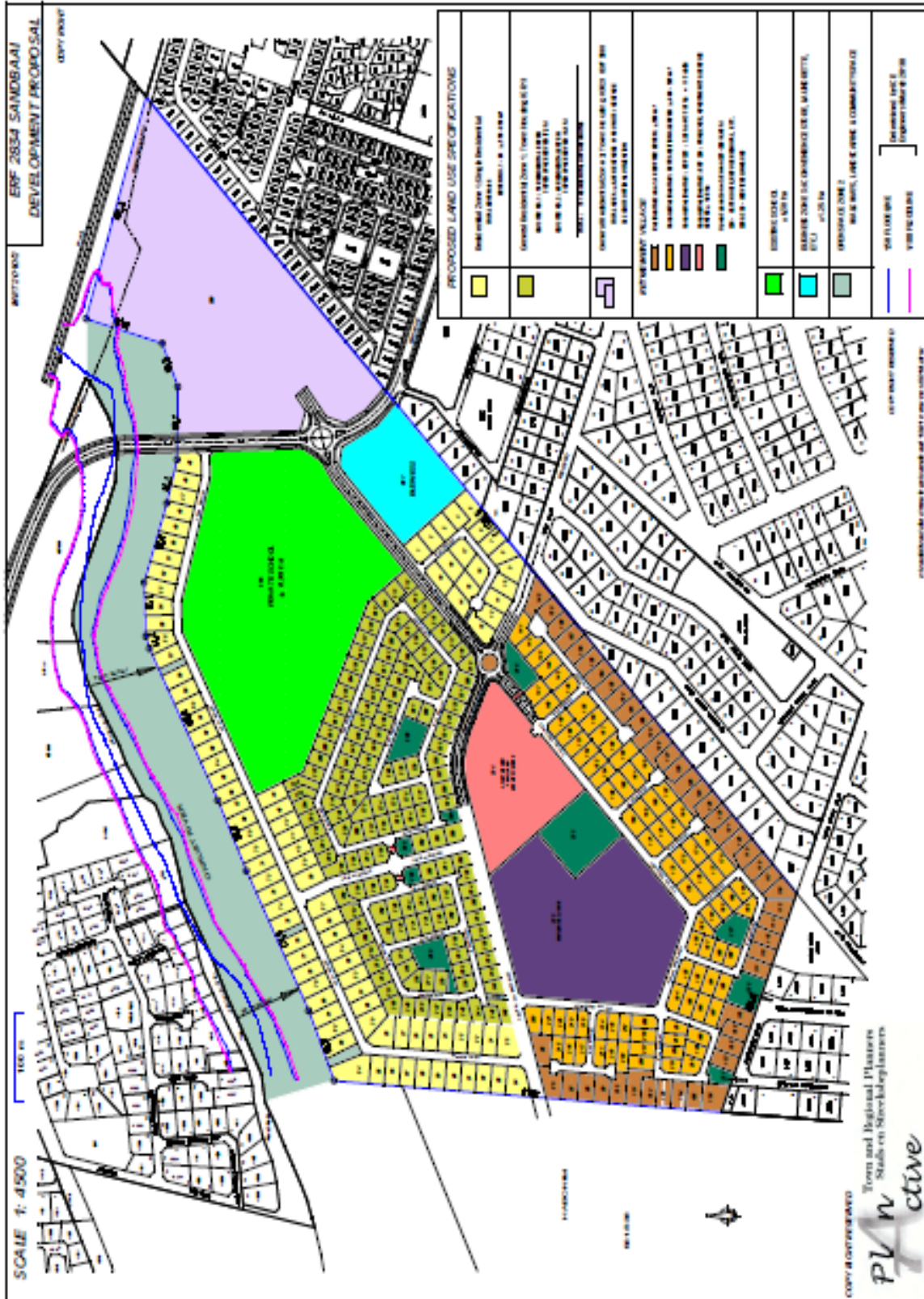
*P.F. Spronk*

Surveyed in May 2011 by me

P.F. Spronk  
 Professional Land Surveyor  
 Registration Number PLS-0779

ERF 2837 SANDBAAI

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## ANNEXURE D – SERVICES REPORT:

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

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

**Conditions:**

- That a Bulk Services Contribution Levy (BICL) be paid by the developer to supplement municipal services and amenities in accordance with the relevant legislation and as determined by the Council. The BICL tariff is adjusted by Council annually. The total BICL payable will be the amount as determined by the BICL Policy and tariff at the date of **actual payment**. BICL amounts quoted in any document will normally be applicable to the particular year in which the document was compiled and Council will not be bound by the quoted amounts.

**1.1 Developments containing Sectional Title Units/ Commercial Buildings (non-free standing properties – property is not to be subdivided)**

The BICLs are to be paid in full **prior** to submission of the building plans. Building Plans will not be accepted unless the BICL is paid in full.

**1.2 Developments with free standing properties (property that is subdivided and plots to be sold individually).**

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

The contribution according to the current policy (2016/2017) is as follows:

<b>Res Zone I</b>		
Water (W7A)	R 21 500.00 x 97 =	R 2 085 500.00
Sewerage (SEW5A)	R 14 496.00 x 97 =	R 1 406 112.00
Roads & SW	R 6 500.00 x 97 =	R 630 500.00
Stormwater	R 7 500.00 x 97 =	R 727 500.00
Solid Waste	R 1 300.00 x 97 =	R 126 100.00
<b>Subtotal</b>		<b><u>R 4 975 712.00</u></b>

## 2

**RES ZONE II**

Water (W7A)	R 21 500.00	x 160 =	R 3 440 000.00
Sewerage (SEW5A)	R 14 496.00	x 160 =	R 2 319 360.00
Roads	R 6 500.00	x 160 =	R 1 040 000.00
Stormwater	R 7 500.00	x 160 =	R 1 200 000.00
Solid Waste	R 1 300.00	x 160 =	<u>R 208 000.00</u>
<b>SUBTOTAL (inclusive of VAT)</b>		<b>=</b>	<b><u>R 8 207 360.00</u></b>

Water	R 21 500.00	x .75 x 295 =	R 4 756 875.00
Sewerage	R 14 496.00	x .75 x 295 =	R 3 207 240.00
Roads	R 6 500.00	x .75 x 295 =	R 1 438 125.00
Stormwater	R 7 500.00	x .75 x 295 =	R 1 659 375.00
Solid Waste	R 1 300.00	x .75 x 295 =	<u>R 287 625.00</u>
<b>SUBTOTAL (inclusive of VAT)</b>		<b>=</b>	<b><u>R11 349 240.00</u></b>

Water (W7A)	R 21 500.00	x 128 =	R 2 752 000.00
Sewerage (SEW5A)	R 14 496.00	x 128 =	R 1 855 488.00
Roads	R 6 500.00	x 128 =	R 832 000.00
Stormwater	R 7 500.00	x 128 =	R 960 000.00
Solid Waste	R 1 300.00	x 128 =	<u>R 166 400.00</u>
<b>SUBTOTAL (inclusive of VAT)</b>		<b>=</b>	<b><u>R 6 565 888.00</u></b>

Water (W7B)	R 21 500.00	x .50 x 115 =	R1 236 250.00
Sewerage (SEW5B)	R 14 496.00	x .50 x 115 =	R 833 520.00
Roads & SW(RDST2)	R 6 500.00	x .50 x 115 =	R 373 750.00
Stormwater	R 7 500.00	x .50 x 115 =	R 431 250.00
Solid Waste	R 1 300.00	x .50 x 115 =	<u>R 74 750.00</u>
<b>SUBTOTAL (inclusive of VAT)</b>		<b>=</b>	<b><u>R2 949 520.00</u></b>

**Note:**

- 1.1 The above figures are estimates
2. that the developer at his cost constructs the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be provided;
  - 2.1 the Director: Infrastructure and Planning may require the developer to construct internal, link, and/or bulk municipal services to a higher capacity than warranted by the development for purposes of allowing other existing or future developments to also utilise such services, provided:
  - 2.2 the rates and prices of such work be established in terms of a system which is fair, equitable, transparent and cost effective;

## 3

- 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:

## 4

- 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. such independent professional civil engineer/technologist to furnish the Director: Infrastructure and Planning with satisfactory proof of his professional indemnity insurance to an amount which shall not be less than that required by the CESA and which insurance shall be valid for the relevant contract and maintenance period;
12. that a stormwater management plan, which may include attenuation facilities to ensure that the pre-development run-off is not exceeded and that erosion and pollution is minimised, be submitted to the Director: Infrastructure and Planning for approval and that the approved management plan be implemented by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning;

## 5

13. that the above stormwater management plan include the following:
- 13.1 pre-development run-off from the catchment area;
  - 13.2 post-development run-off from catchment area;
  - 13.3 existing stormwater reticulation system and the capacity thereof;
  - 13.4 connection of internal stormwater reticulation system;
  - 13.5 overland escape routes
14. that the connection to the stormwater reticulation system be provided according to the stormwater management plan, by the developer at his cost and approved by Overstrand Municipality;
15. that all municipal civil and electrical services installed or constructed by the developer, be maintained after completion thereof for a maintenance period, as described in the General Condition of Contract for works of Civil Engineering Construction – 2010, of 12 months, and
16. that a Certificate of Completion together with as-built services plans be provided by the independent professional engineer/technologist to the Overstrand Municipality. As-built plans to be on quality paper, together with a DXF file thereof;
17. that the developer furnish the Council with a bank guarantee equal to 2.5% of the value of the provided municipal civil and electrical services as certified by the independent professional engineer/technologist. The guarantee shall be to the satisfaction of the Director: Infrastructure and Planning and valid for the 12 months maintenance period which commences from date of the Certificate of Completion;
18. that the Home Owners Association be responsible for the operational costs and maintenance of street lighting, electrical reticulation and metering and all internal services;
19. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;
20. that an approved refuse collection area/room to sufficiently accommodate the refuse generated by the development and which is to be proved with the following:
- a. properly ventilated;
  - b. a cement floor;
  - c. a tap and running water, as well as a drainage point which is connected to the sewer network;
  - d. is a position nearest to an access road for the development and be accessible for the refuse truck at all times, to the satisfaction of the Director: Infrastructure and Planning;

21. that the refuse room be completed prior to occupation of the first unit, to the satisfaction of the Director: Infrastructure and Planning;
22. that the electricity reticulation and supply be provided according to the master plan by the developer;
23. that only the proposed School site and GAP house electricity demand could be met according to the report from messers Netgroup, but it remains the responsibility of the developer to appoint a consulting electrical engineer to determine the electricity demand for the development and pay a fee to Overstrand Municipality to determine the capacity in the existing electricity network;
24. that the developer appoint a consulting electrical engineer to determine the electricity demand for the development and pay a fee to Overstrand Municipality to determine the capacity in the existing electricity network;
25. that the developer will be responsible for the payment of electricity bulk contributions and that the bulk contribution be determined during the compilation of the services agreement;
26. that the water distribution system be implemented according to the report by messers CES Consulting Engineers at the developer's cost;
26. that 55m x 250mm diameter parallel reinforcement water pipe be provided at the R43 crossing, at the developer's cost;
27. that 260m x 160mm diameter parallel reinforcement water pipe be provided in Sandbaai Main Road, at the developer's cost;
28. that the 247m x 160mm diameter water pipe be provided adjacent to the R43 at the developer's cost;
29. that additional reservoir capacity be provided according to the report by messers GLS Consulting Engineers at the developer's cost;
30. that the proposed sewerage reticulation system be connected to the existing gravity small bore system in Nico Van Der Merwe Street;
31. that the existing Sandbaai pump station, PS2, be upgraded to accommodate the additional flow, at the developer's cost;
32. that the developer apply for a temporary water connection at Overstrand Municipality's Finance Department, before commencement of construction;
33. that the developer apply for a bulk water connection on the prescribed application form, at Overstrand Municipality's Finance Department and

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- that the installation of the bulk water meter, by the developer, be done under the supervision of the Operational Manager, Hermanus;
34. that the connection to the main water line only be done by the Operational Department, after payment of the connection fee, by the developer;
35. that damage to the existing roads, used as routes for access to the development, for the provision of services, be repaired by the developer.



**DENNIS HENDRIKS**  
**SENIOR MANAGER: ENGINEERING**  
**SERVICES**

03/11/16  
DATE






**ANNEXURE F – RECORD OF DECISION:**

**Annexure C 1/18**

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**DEPARTMENT of ENVIRONMENTAL AFFAIRS & DEVELOPMENT PLANNING**  
Provincial Government of the Western Cape

**DIRECTORATE: LAND MANAGEMENT Region 2**

nbieding@pgwc.gov.za  
tel: +27 21 403 0300/3185; fax +27 21 403 4372  
Ullittas Building, 1 Dorp Street, 8001  
Private Bag X9086 Cape Town 8000  
www.capegateway.gov.za

**REFERENCE:** E12/2/3/2-E2/34-0134/09  
**ENQUIRIES:**  
**DATE OF DECISION:** 2010-09-29

**The Municipal Manager  
Overstrand Municipality  
P O Box 20  
HERMANUS  
7200**

**For attention: R Kuchar**

**Tel: (028) 313 8000  
Fax: (028) 313 1894**

**THE PROPOSED URBAN DEVELOPMENT FOR THE PROPOSED URBAN DEVELOPMENT, ERF 1291, SANDBAAL.**

With reference to your application, find below the environmental authorisation including exemption notice, hereinafter referred to as "the environmental authorisation" in respect of this application.

**A. DESCRIPTION OF ACTIVITY:**

The Overstrand Municipality proposes to subdivide and rezone Erf 1291, Sandbaal in order to establish urban development. The proposed development will entail:

- 97 residential zone I erven ~550 – 650m²;
- 160 residential zone II erven distributed in two clusters each consisting of two open space erven;
- 295 residential zone III erven in an area of ~5.9 hectares at a density of ~50 units per hectare;
- a school situated on ~6.38 hectares;
- business area on ~ 0.91 hectares consisting of *inter alia* convenience store and launderette;
- retirement village which further consists of 46 buffer erven, 82 transition erven, 115 small units, frailicare apartments and service centre;
- open spaces consisting of walkways, landscaping and community space; and
- associated roads and infrastructure.

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These are activities identified in Government Notice No. R. 386 of 21 April 2006, being:

**Item Number 1(e):** "The construction of facilities or infrastructure, including associated structures or infrastructure for any purpose where lawns, playing fields or sports tracks covering an area of more than three hectares, but less than ten hectares, will be established".

**Item Number 1(k):** "The construction of facilities or infrastructure, including associated structures or infrastructure for the bulk transportation of sewage and water, including storm water, in pipelines or channels with -

(a) An internal diameter of 0,36 metres or more; or

(b) A peak throughput of 120 litres per second or more".

**Item Number 1(m):** "The construction of facilities or infrastructure, including associated structures or infrastructure for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including -

(i) canals;

(ii) channels;

(iii) bridges;

(iv) dams; and

(v) weirs".

**Item Number 1(v):** "The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(f) of the South African Manual for Outdoor Advertising Control".

**Item Number 15:** "The construction of a road that is wider than 4 metres or that has a reserve wider than 6 metres, excluding roads that fall within the ambit of another listed activity or which are access roads of less than 30 metres long".

**Item Number 3:** "The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea".

**Item Number 5:** "The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea".

**Item Number 12:** "The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)".

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## Directorate: Land Management (Region 2)

**Item Number 16:** "The transformation of undeveloped, vacant or derelict land to –  
 (a) establish infill development covering an area of 5 hectares or more, but less than 20 hectares; or  
 (b) residential, mixed, retail, commercial, industrial or institutional use where such development does not constitute infill and where the total area to be transformed is bigger than 1 hectare".

**Item 18:** "The subdivision of portions of land 9 hectares or larger into portions of 5 hectares or less".

Government Notice No. R387 of 21 April 2006, being:

**Item 2:** "Any development activity, including associated structures and infrastructure, where the total area of the developed area is, or is intended to be, 20 hectares or more".

Government Notice No. R544 of 18 June 2010, being:

**Item 9:** "The construction of facilities or infrastructure exceeding 1000metres in length for the bulk transportation of water, sewage or storm water:

- i) with an internal diameter of 0,36 metres or more; or
- ii) with a peak throughput of 120 litres per second or more,

excluding where:

- a) such facilities or infrastructure are for bulk transportation of water, sewage or storm water or storm water drainage inside a road reserve; or
- b) where such construction will occur within urban areas but further than 32 metres from a watercourse, measured from the edge of the watercourse".

**Item 11:** "The construction of:

- (i) canals;
- (ii) channels;
- (iii) bridges;
- (iv) dams;
- (v) weirs;
- (vi) bulk storm water outlet structures;
- (vii) marinas;
- (viii) jetties exceeding 50 square metres in size;
- (ix) slipways exceeding 50 square metres in size;
- (x) buildings exceeding 50 square metres in size; or
- (xi) infrastructure or structures covering 50 square metres or more

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where such construction occurs within a watercourse or within 32 metres of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line".

**Item 16:** "Construction or earth moving activities in the sea, an estuary, or within the littoral active zone or a distance of 100 metres inland of the high-water mark of the sea or an estuary, whichever is the greater, in respect of-

- i) fixed or floating jetties and slipways;
- (ii) tidal pools".

**Item 17:** "The planting of vegetation or placing of any material on dunes and exposed sand surfaces, within the littoral active zone for the purpose of preventing the free movement of sand, erosion or accretion, excluding where the planting of vegetation or placement of material relates to restoration and maintenance of indigenous coastal vegetation or where such planting of vegetation or placing of material will occur behind a development setback line".

**Item 23:** "The transformation of undeveloped, vacant or derelict land to

- i) residential, retail, commercial, recreational, industrial or institutional use, inside an urban area, and where the total area to be transformed is 5 hectares or more, but less than 20 hectares, or
- (ii) residential, retail, commercial, recreational, industrial or institutional use, outside an urban area and where the total area to be transformed is bigger than 1 hectare but less than 20 hectares;-

except where such transformation takes place for linear activities".

Government Notice No. R545 of 18 June 2010, being:

**Item 15:** "Physical alteration of undeveloped, vacant or derelict land for residential, retail, commercial, recreational, industrial use where the total area to be transformed is 20 hectares or more;

except where such physical alteration takes place for:

- (i) linear development activities; or
- (ii) agriculture or afforestation where activity 16 in this Schedule will apply".

Government Notice No. R546 of 18 June 2010, being:

**Item 4:** "The construction of a road wider than 4 metres with a reserve less than 13,5 metres".

**Item 12:** "The clearance of an area of 300 square metres or more of vegetation where 75% or more of the vegetative cover constitutes indigenous vegetation".

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**Item 13:** "The clearance of an area of 1 hectare or more of vegetation where 75% or more of the vegetation cover constitutes Indigenous vegetation, except where such removal of vegetation is required for:

(2) the undertaking of a linear activity falling below the thresholds.

**Item 24:** "The expansion of

(c) buildings where the buildings will be expanded by 10 square metres or more in size; or  
 (d) infrastructure where the infrastructure will be expanded by 10 square metres or more where such construction occurs within a watercourse or within 32 metres of a watercourse, excluding where such construction will occur behind the development setback line".

hereinafter referred to as "the activity".

**B. LOCATION:**

The proposed development will be located on Erf 2834 an unregistered Portion of Erf 1291, Sandbaai. The property is situated ~4 kilometres west of the central business district of Hermanus to the south of the R43.

**Co-ordinates:**

Latitude: 34° 24' 44" S  
 Longitude: 19° 11' 44" E

The S.G 21 Digit code for the site is C01300200000129100000

hereinafter referred to as "the property".

**C. APPLICANT:**

% R Kuchar  
 Overstrand Municipality  
 P O Box 20  
 HERMANUS  
 7200  
 Tel: (028) 313 8000  
 Fax: (028) 313 1894

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*Directorate: Land Management (Region 2)***D. ENVIRONMENTAL ASSESSMENT PRACTITIONER**

EnviroAfrica Environmental Planning and Impact Assessment Consultants

Charel Bruwer Jnr.

P O Box 4

ONRUS

7201

Tel: (028) 316 2888

Fax: (086) 513 2717

**E. SITE VISIT(S):**

On 4 May 2010 officials from this Directorate undertook a site visit.

**F. DECISION:**

The Department is satisfied, on the basis of information available to it and subject to compliance with the conditions of this environmental authorisation, that the applicant should be authorised to undertake the activities specified above.

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA") and the Environmental Impact Assessment Regulations, 2006 ("EIA") the competent authority hereby authorises the activities described above.

The granting of this environmental authorisation is subject to the conditions set out below.

**G. CONDITIONS OF AUTHORISATION:**

1. The activity, including site preparation, may not commence within 20 (twenty) days after receipt of this environmental authorisation. In the event that an appeal notice and subsequent appeal is lodged with the competent authority, the effect of this environmental authorisation will be suspended until such time as the appeal is decided.
2. One week's notice, in writing, must be given to the Directorate: Integrated Environmental Management (Region 2), (hereinafter referred to as "this Directorate"), before commencement of construction activities.
  - 2.1 Such notice shall make clear reference to the site location details and reference number given above.
  - 2.2 The said notice must also include proof of compliance with the following conditions described herein:

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Conditions: 1 and 12.

3. An integrated waste management approach must be used that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal where appropriate.
4. Any solid waste shall be disposed of at a licensed landfill site.
5. No surface or ground water may be polluted due to any activity on the property/site. The relevant requirements of the National Water Act, 1998 (Act No. 36 of 1998) must be complied with at all times.
6. All landscaping must make use of indigenous plant species, and wherever practically possible, locally occurring indigenous plant species.
7. A buffer strip of 70m/more in width measured from the centre of the Onrus River must be implemented into the overall layout of the proposed development.
8. The license must be obtained from the Department of Agriculture, Forestry and fisheries for the removal or pruning of milkwood trees.
9. The Environmental Management Programme ("EMP") submitted as part of the application for environmental authorisation is accepted and must be implemented.
10. The development must incorporate water and energy saving technologies. This must include, but not be limited to, the following:
  - 10.1 Low-energy lighting must be installed on the grounds of the proposed development. Replacement bulbs must also be low-energy. Lighting must be carefully done to retain a simple character of the area that supports the fisherman village culture lifestyle.
  - 10.2 External lighting must be kept to a minimum to reduce energy wastage. All external lighting must be switched off during the day.
  - 10.3 Waterwise landscaping must be done. Indigenous plants and plants that require very little water must be used. The use of kikuyu grass must be prohibited. Non-invasive, low-water use grass must be used for lawns.
  - 10.4 All toilets installed on the property must be dual-flush toilets.
  - 10.5 All shower heads must be fitted with water-saving devices, i.e. low-flow showerheads. Tap aerators and/or flow restrictors must also be installed on all taps.

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- 10.6 All installed geysers must be covered with geyser "blankets" to improve the efficiency of the geyser. All electric geyser thermostats must be set at the most optimal temperature.
- 10.7 All fitted appliances must have an energy rating and only the most efficient models must be used.
- 10.8 Energy efficient streetlight technology must be used as far as possible to reduce the energy requirements of the streetlight network.
- 10.9 An automatic drip irrigation system must be installed and must be adjusted to reduce water application during cooler and wetter months.
11. Should any heritage remains be exposed during excavations, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape (in terms of the National Heritage Resources Act, 1999 [Act No. 25 of 1999]). Heritage remains uncovered or disturbed during earthworks must not be disturbed further until the necessary approval has been obtained from Heritage Western Cape:
- 11.1 If any archaeological remains (including but not limited to fossil bones and fossil shells, coins, indigenous and/or colonial ceramics, any articles of value or antiquity, marine shell heaps, stone artefacts and bone remains, structures and other built features, rock art and rock engravings) are discovered during construction they must immediately be reported to Heritage Western Cape and must not be disturbed further until the necessary approval has been obtained from Heritage Western Cape.
- 11.2 If any graves or unmarked human burials are discovered, they must be treated with respect and South African heritage Resource Agency ("SAHRA") must be notified immediately and the burials must not be disturbed further until the necessary approval has been obtained from SAHRA. An archaeologist must be contracted to remove the remains at the expense of the developer.
12. The applicant must, in writing, **within 10 (ten) calendar days** of being notified of the Department's decision to authorise the activity (the date of "being notified" is deemed to be the date the notice of the Department's decision was sent) –
- 12.1 Notify all registered interested and affected parties of the outcome of the application and the reasons for the decision; and –
- 12.2 Specify the date on which the authorisation was issued.
- 12.3 Inform all registered interested and affected parties of the appeal procedure provided for in Chapter 7 of the regulations.

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- 12.4 Advise all registered interested and affected parties that, should they wish to appeal that they must lodge a notice of intention to appeal with the Minister, within 10 days of being notified of the Department's decision (the 10 day period available to registered interested and affected parties is deemed to only start 10 calendar days after the date of issue of the Department's decision) and must submit their appeal within 30 days of the lodging of their notice of intention to appeal.
- 12.5 Inform all registered interested and affected parties that a prescribed Notice of intention to Appeal form and Appeal form is obtainable from the Minister's office at tel (021) 483 3721/3195, email [tedavill@pgwc.gov.za](mailto:tedavill@pgwc.gov.za) or <http://www.capegateway.gov.za/eagd>.
- 12.6 Inform all registered interested and affected parties that should they wish to appeal, the appellant must serve on the applicant, on the same day that the notice of intent is lodged with the Minister, a copy of the notice of intention to appeal form as well as a notice indicating that the appeal submission will be available for inspection for a period of 30 days, that must either start on or before the date the appeal is submitted to the Minister, and also indicate where the appeal submission will be available for inspection.
- 12.7 If the applicant should decide to appeal, the applicant must -
- 12.7.1 lodge a notice of intention to appeal with the Minister, within 10 days of being notified of this decision (the date of "being notified" deemed to be the date the notice of the Department's decision was sent);
  - 12.7.2 submit the appeal within 30 days of the lodging of the notice of intention to appeal; and
  - 12.7.3 serve a copy of the notice of intention to appeal, on the same day that the notice of intent is lodged with the Minister, on all registered interested and affected parties as well as a notice indicating that the appeal submission will be available for inspection for a period of 30 days, that must either start on or before the date the appeal is submitted to the Minister, and also indicate where the appeal submission will be available for inspection.

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13. The holder of the authorisation shall be responsible for ensuring compliance with the conditions by any person acting on his behalf, including but not limited to, an agent, sub-contractor, employee or any person rendering a service to the holder of the authorisation.
14. Any changes to, or deviations from, the project description set out in this authorisation must be approved, in writing, by the Department before such changes or deviations may be effected. In assessing whether to grant such approval or not, the Department may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder of the authorisation to apply for further authorisation in terms of the regulations.
15. The holder of the authorisation must notify this Directorate and any other relevant authority, in writing, within 24 hours thereof if any condition of this authorisation is not adhered to.
16. A copy of this authorisation must be kept at the property where the activity(ies) will be undertaken. The authorisation must be produced to any authorised official of the Department who requests to see it and must be made available for inspection by any employee or agent of the holder of the authorisation who works or undertakes work at the property.
17. Where any of the applicant's contact details change, including the name of the responsible person, the physical or postal address and/ or telephonic details, the applicant must notify the Department as soon as the new details become known to the applicant.
18. Non-compliance with a condition of this authorisation may result in the withdrawal of the authorisation and may render the holder liable for criminal prosecution.
19. This Department must be notified, within 30 days thereof, of any change of ownership and/or project developer. A request for the transfer of the rights and obligations contained in this environmental authorisation must be submitted in the following way:
  - (i) The current holder of the environmental authorisation must submit an original signed letter to the Department stating that he/she wish the rights and obligations contained in this environmental authorisation to be transferred, provide the Department with (a) confirmation that the environmental authorisation is still in force (i.e. validity period have not yet expired or the activity(ies) was lawfully commenced with), (b) the contact details of the person to whom the rights and obligations are to be transferred, and (c) the reasons for the requested transfer.
  - (ii) The person to whom the rights and obligations are to be transferred must also submit an original signed letter to the Department (a) accepting the rights and obligations contained in this environmental authorisation and (b) must indicate that he/she has the ability to implement the mitigation measures and to comply with the conditions of authorisation.

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If the transfer is found to be appropriate by the Department, the Department will issue a letter confirming the transfer of the rights and obligations contained in this environmental authorisation.

20. Departmental officials shall be given access to the property referred to in B above for the purpose of assessing and/or monitoring compliance with the conditions contained in this environmental authorisation, at all reasonable times.
21. The activities which are authorised may only be carried out at the property indicated above.
22. Notwithstanding this authorisation, the holder of the authorisation must still comply with any other statutory requirements that may be applicable to the undertaking of the activity.
23. These activities must commence within a period of 3 (three) years from the date of issue. If commencement of the activities does not occur within that period, the authorisation lapses and a new application for environmental authorisation must be made in order for the activity to be undertaken.

**H. RECOMMENDATIONS:**

This Directorate recommends that the following should be considered in planning the development:

- Local labour especially consisting of previously disadvantaged individuals should be employed during the construction phase and operational phase of the proposed development.
- The stormwater from the proposed development should be treated (e.g. retention dams) before it enters the Onrus River.
- Urban Design concepts such as pedestrian and cycle trails along the corridor(s) should form part of the overall design layout.

**I. REASONS FOR THE DECISION:**

In reaching its decision, the Department took, *inter alia*, the following into consideration-

- (a) The information contained in the Scoping Report and Plan of Study for EA which was received on 28 January 2010;
- (b) Illustrative material which included location and site/layout plans;
- (c) Photographs of the site, the proposed layout and its immediate surrounding environment;
- (d) Correspondence from Heritage Western Cape dated 22 October 2009 and 1 December 2009;

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- (e) Correspondence from CapeNature dated 2 December 2009, 12 February 2010 and 17 February 2010;
- (f) Correspondence from the Overstrand Municipality dated 2 December 2009;
- (g) Correspondence from the Department of Agriculture dated 14 December 2009;
- (h) The Archaeological Impact Assessment prepared by Jonathan Kaplan from the Agency for Cultural Resource Management dated November 2009;
- (i) The Botanical Assessment prepared by Dr D J McDonald from the Bergwind Botanical Surveys & Tours dated 9 December 2009.
- (j) The Information contained in the EIA Report dated May 2010 which was received on 11 May 2010.
- (k) The additional information submitted by Charel Bruwer Jnr. of EnviroAfrica Environmental Planning and Impact Assessment Consultants on 16 June 2010, 1 September 2010 and 7 September 2010.
- (l) Relevant information contained in the Departmental information base; and
- (m) The objectives and requirements of relevant legislation, policies and guidelines, including Section 2 of the NEMA.

All information presented to the Department was taken into account in the Department's consideration of the application. A summary of the issues which, in the Department's view, were of the most significant is set out below.

**Environment**

The area earmarked for the proposed development consists of vacant land which is covered in natural and alien vegetation. The area furthermore consists of a relatively flat topography with a shallow gradient sloping in the north east and south west of the site. The natural vegetation found on site is Overstrand dune Strandveld and Overberg Fynbos. Both of these vegetation types have a conservation status of least threatened. The southern as well as northern part of the site has been impacted by alien infestation as well as soil disturbance, with the latter having a certain amount of viable Overberg Sandstone Fynbos remaining. It is projected that the loss of vegetation will have a low impact due to the fact that natural vegetation being widespread and therefore classified as least threatened. Other impacts such as alien infestation, fire over a long period and uncontrolled soil disturbance have degraded the state of the local flora.

Given the extensive scale of the proposed development loss of ecological processes are inevitable during the construction and operational phases of the proposed development. The scale of the proposed development will therefore have a high negative impact on the connectivity and biological processes of the remaining local ecology, most notably flora.

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However, given the prevailing and ongoing negative impacts such as alien infestation the ecology was found to be fragmented.

In terms of the impacts on the Onrus River which borders the north-western side of the proposed site, a buffer of 70m/more must be implemented to serve as a corridor between the proposed development and the aquatic system (please refer to condition 7). This measure is also to ensure that the ecological integrity of the system is maintained and not impacted on by the proposed development.

**Heritage**

The Archaeological Impact Assessment for the proposed site found minimal archaeological occurrences, which included various chunks of tools of quartzite. These remnants were all found to be in a disturbed/degraded condition and were further rated as having low local significance. The receiving environment is therefore not considered to be archaeological significant.

**Visual**

The proposed development will have a visual impact with the focal impact on residents north of Erf 2834 and by-passers on the R43. The visual impact of the proposed development will be mitigated by means of adopting sensitive architectural style and maintaining the existing trees which would screen the proposed development (particularly from the residents north of Erf 2834 and by-passers on the R43).

**Traffic**

The proposed development is expected to generate a total of 2664 trips during the morning peak with a further 1188 trips during the afternoon peak. Several short and medium-term measures are proposed to address the traffic impact which includes: the development of an internal road alignment towards the Onrus River, the upgrade of the Onrus Main Road and an extension across Vermont Avenue at the end of the main road, extending the Bergsig Street through Sandbaai to the West of Zwellihle and general improvements at Sandbaai main road and Bergsig Street intersection. These mitigation measures (which forms part of the transport master plan for the Overstrand area) will ensure that traffic levels will operate at acceptable levels.

**Activity need and desirability**

The proposed development is aimed at alleviating the current shortage in housing opportunities experienced in the area while also addressing the issues of spatial integration through the provision of Integrated mix-used urban development (including 'GAP' housing and schooling infrastructure).

*Directorate: Land Management (Region 2)***Policy: Regional/planning context**

The proposed site is currently zoned Residential Zone I, II and III. A rezoning application is required in terms of the Land Use Planning Ordinance, 1985 (Ordinance No. 15 of 1985) ("LUPO") to permit certain aspects of the proposed development. The site falls within the local urban edge accepted as part of a Structure Plan adopted under Section 4(6) and is also consistent with the greater Hermanus Spatial Development Framework (2000) which earmarked the land for urban development.

**NEMA Principles**

The Environmental Management Principles set out in Section 2 of the NEMA which apply to the actions of all organs of state, serve as guidelines by reference to which any organ of state must exercise any function when taking any decision in terms of the said Act. This Department adopted an integrated approach during its decision-making by taking cognisance of the three pillars (biophysical, social and economic) of sustainable development.

**Alternatives**

Alternatives investigated included the site alternative, design alternatives in respect of sewerage reticulation and stormwater design as well as the no-go option, which are as follows:

**Site Alternative:**

In terms of the site alternative, only one site alternative was assessed due to the site being owned by the applicant. All impact studies referred to in this authorisation therefore refers to Erf 1291, Sandbaai on which the proposed development will take place.

Design alternatives in respect of sewerage reticulation and stormwater design:

**Option 1: (rejected alternative)**

In terms of this alternative, the sewage produced by the proposed development would be piped across the Onrus River and fed into the existing sewerage reticulation. Existing sewerage reticulation situated adjacent to the Onrus River would be used to disperse sewage via a pumpstation to the existing sewage works situated in Zwelinle. The accumulated sewage would be drained by gravity via a series of ~150 millimetre pipes across the Onrus River. Pipelines crossing the Onrus River would be located subsurface and will be concrete cased. This alternative would require earthworks and construction activities in areas directly adjacent as well as underneath the bed of the Onrus River. Permanent structures would be positioned in the proposed buffer situated in the southern bank of the Onrus River. This alternative would also increase potential risk for contamination of the said river in the event of leakages. Maintenance would also add to the potential risk of pollution.

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This alternative is motivated from an engineering perspective since no upgrade in terms of the pumpstation infrastructure would be required, thus reducing initial capital cost. The fact that the stormwater would be led along a 1 200mm diameter pipe culvert along the Habanim erf boundary into the ocean is not preferred from an environmental perspective. This is mainly due to the extensive earthworks which will be required, the servitude which will be required on private land and the fact that a new outlet would be required into the ocean.

Option 2: (preferred alternative)

In terms of this alternative, the sewage reticulation from the entire development will consist of a small bore gravity uPVC piped system, which will be connected to the existing sewerage reticulation system of Sandbaai. The existing pump station in Sandbaai will be upgraded in order to ensure supply of 60l/s with a single pump. The stormwater will be discarded into a 4500m<sup>3</sup> attenuation facility south of Erf 2834. The outlet of the pond is a 750mm diameter pipe culvert which in turn discharges into a 900mm diameter pipe culvert within the road reserve of Laubie and Nico van der Merwe streets. From this point, stormwater will be discarded via an existing outlet into the ocean.

No-go option

This alternative was assessed in terms of retaining the status quo which was found not feasible due to the following implication:

- all the much needed urban amenities as proposed will not be developed;
- the pressure on the local school and other existing social amenities will persist; and
- goals of urban densification through infilling development within the urban edge, as proposed will not be realised.

**Public Participation**

The public participation undertaken for the Scoping phase consisted of, *inter alia*, the following:

- the social profiling to determine the potential Interested and Affected Parties and organs of state who may have an interest in the proposed development;
- brainstorming session which was held with authorities to further identify key stakeholders who may have an interest in the proposed development;
- placing of an advertisement in the Hermanus Times publication on 23 October 2009;
- site notices being erected;
- the distribution of a Back Information Document to Interested and Affected Parties and organs of state; and
- the distribution of the Scoping Report and Plan of Study for EIA to registered Interested and Affected Parties and organs of state.

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The public participation undertaken for the EIA phase consisted of, *inter alia*, the following:

- availing a draft and final EIA Report to registered Interested and Affected Parties and organs of state.

At the end of the commenting periods, members of the public as well authorities delivered comment as well one overarching objection. This objection related to the fact that the scale of development should be taken into consideration in view of the other vacant erven in the greater Sanbaai area. The EAP response was that the total site, Erf 1291, Sandbaai is already zoned for residential purposes. In addition, the overall development concept is inclusive of urban facilities such as a school with sporting facilities, which the Overstrand area is in need of.

A register of I&APs was opened and maintained with comments received and responses given thereto. The Directorate is satisfied with the public participation process followed and that it met with the necessary legal requirements.

**Authority(s) Consultation**

The following authorities commented on the proposed development:

- Heritage Western Cape;
- Department of Agriculture;
- CapeNature; and
- Overstrand Municipality.

In view of the above, this Directorate is satisfied that, subject to compliance with the conditions contained in the environmental authorisation, the proposed activity will not conflict with the general objectives of Integrated environmental management laid down in Chapter 5 of the NEMA and that any potentially detrimental environmental impacts resulting from the proposed activity can be mitigated to acceptable levels. The application is accordingly granted.

**J. APPEAL:**

Appeals must comply with the provisions as outlined in Chapter 7 of the Regulations.

If the applicant should decide to appeal, the applicant must lodge a Notice of Intention to Appeal with the Minister, within 10 days of being notified of this decision (the date of "being notified" deemed to be the date the notice of the Department's decision was sent, i.e. the date of issue), and serve a copy of the Notice of Intention to Appeal, on the same day that the Notice of Intent is lodged with the Minister, on all registered interested and affected parties as well as a notice indicating that the appeal submission will be available for inspection for a

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period of 30 days, that must either start on or before the date the appeal is submitted to the Minister, and also indicate where the appeal submission will be available for inspection.

Should any other person decide to appeal, the person must lodge a Notice of Intention to Appeal with the Minister, within 10 days of being notified of the Department's decision (the 10 day period is deemed to only start 10 days after the date of issue of the Department's decision), and serve a copy of the Notice of Intention to Appeal, on the same day that the notice of intent is lodged with the Minister, on the applicant as well as a notice indicating that the appeal submission will be available for inspection for a period of 30 days, that must either start on or before the date the appeal is submitted to the Minister, and also indicate where the appeal submission will be available for inspection.

All appeals must be submitted, within 30 days of the lodging of the Notice of Intention to Appeal, by means of one of the following methods:

By post: The Provincial Minister for Local Government, Environmental Affairs and Development Planning  
 Private Bag X9186  
 Cape Town  
 8000

By facsimile: (021) 483 4174; or

By hand: 9th floor Utilitas Building  
 For Attention: Mr Jaap de Villiers  
 1 Dorp Street  
 Cape Town  
 8001

A prescribed Notice of Intention to Appeal form and Appeal form is obtainable from the Minister's office at tel (021) 483 3721, email [jedevill@pgwc.gov.za](mailto:jedevill@pgwc.gov.za) or URL <http://www.capegateway.gov.za/eadp>.

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Provincial Government, Local Authority or committees appointed in terms of the conditions of the application or any other public authority or organisation shall not be held responsible for any damages or losses suffered by the developer or his successor in title in any instance where construction or operation subsequent to construction be temporarily or permanently stopped for reasons of non-compliance by the developer with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Your interest in the future of our environment is greatly appreciated.

Yours faithfully



ANTHONY BARNES

**DIRECTOR, LAND MANAGEMENT REGION 2****DATE:** 29/9/2010

CC: C. Bruwer (EnviroAfrica)

Fax: (086) 513 2141

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**ANNEXURE G – RECOMMENDATIONS OF THE WESTERN CAPE AND OVERSTRAND HERITAGE COMMITTEES:**



12 April 2010

Om Ref: HM/OVERSTRAND-SANDBAAL/ERF 1291  
 Enquiries: Calvin S van Wijk  
 e-mail: [cswijk@pwc.gov.za](mailto:cswijk@pwc.gov.za)

Heritage Western Cape herewith informs:

Mr Charel Bruwer  
 EnviroAfrica  
 PO Box 4  
 ONRUS  
 7201

**COMMENT**

In terms of Section 38(8) of the National Heritage Resources Act (Act 25 of 1999) And Regulation 3(3)(n) of Provincial Notice 298 (29 August 2003)

**NOTIFICATION OF INTENT TO DEVELOP: ERF 1291, SANDBAAL, OVERSTRAND**

It was noted that:

1. The site for which application was made falls within the urban edge of the Overstrand Municipality;
2. The proposed development can be typified as in-fill development
3. The layout plan of the development is supported by the Overstrand Heritage and Aesthetics Committee (28 January 2010)
4. The Overstrand Heritage and Aesthetics Committee has requested that the development drawings should revert back to this committee

It was further noted that the Heritage Western Cape Archaeological, Palaeontological and Meteorites (APM) Permit Committee had required:

1. That a more detailed impact assessment must be conducted in conjunction with, and post the vegetation clearing operations, and
2. That a site visit by HWC was undertaken

**COMMENT:**

1. No further studies with regard to the built environment would be required as the nature of the site would not warrant such action
2. Heritage Western Cape supports the recommendation by the Overstrand Heritage and Aesthetics Committee that the design proposals revert to this committee for their further input.
3. No work on the site may begin until all of the APM requirements had been addressed.

Yours faithfully

  
 Calvin S van Wijk  
 Assistant-Director: Professional Services

**PLEASE NOTE:**

1. The applicant is required to inform any party who has expressed a bona fide interest in any heritage related aspect of this record of decision.
2. This decision does not exonerate the applicant from obtaining local authority approval or any other approval for the proposed work
3. If any heritage resources, including graves or human remains, are encountered, they must be reported to Heritage Western Cape immediately.

[www.capegateway.gov.za/culture\\_sport](http://www.capegateway.gov.za/culture_sport)

Street Address: Pretoria Avenue building, Green Market Square, Cape Town, 8000 • Postal Address: Private Bag 93067, Cape Town, 7801  
 • Fax: +27 (0)21 463 9842 • E-mail: [hw@pwc.gov.za](mailto:hw@pwc.gov.za)

Street Address: P.O. Box 100, 1000, Simonstruip, Knysna, 6520 • Postal Address: Private Bag 20057, Knysna, 6520  
 • Fax: +27 (0)21 453 7549 • E-mail: [hw@pwc.gov.za](mailto:hw@pwc.gov.za)

OVERSTRAND  
HERITAGE & AESTHETICS COMMITTEE

MINUTES OF MEETING

**DATE:** Thursday, 28 January 2010  
**TIME:** 13h00  
**VENUE:** Supply Chain Committee Room, Municipality Hermanus

**PRESENT:** Mr R Pieters (in the chair)  
 Ms E du Toit  
 Mr A Greeff  
 Ms M Honicke  
 Mrs N Lloyd  
 Mr R Smith  
 Mrs E Spaarwater  
 Mr F Rousseau  
 Mr Charl Roux  
 Mrs M Wolters

**In attendance:** Mr J Simson - Building Services Manager

3

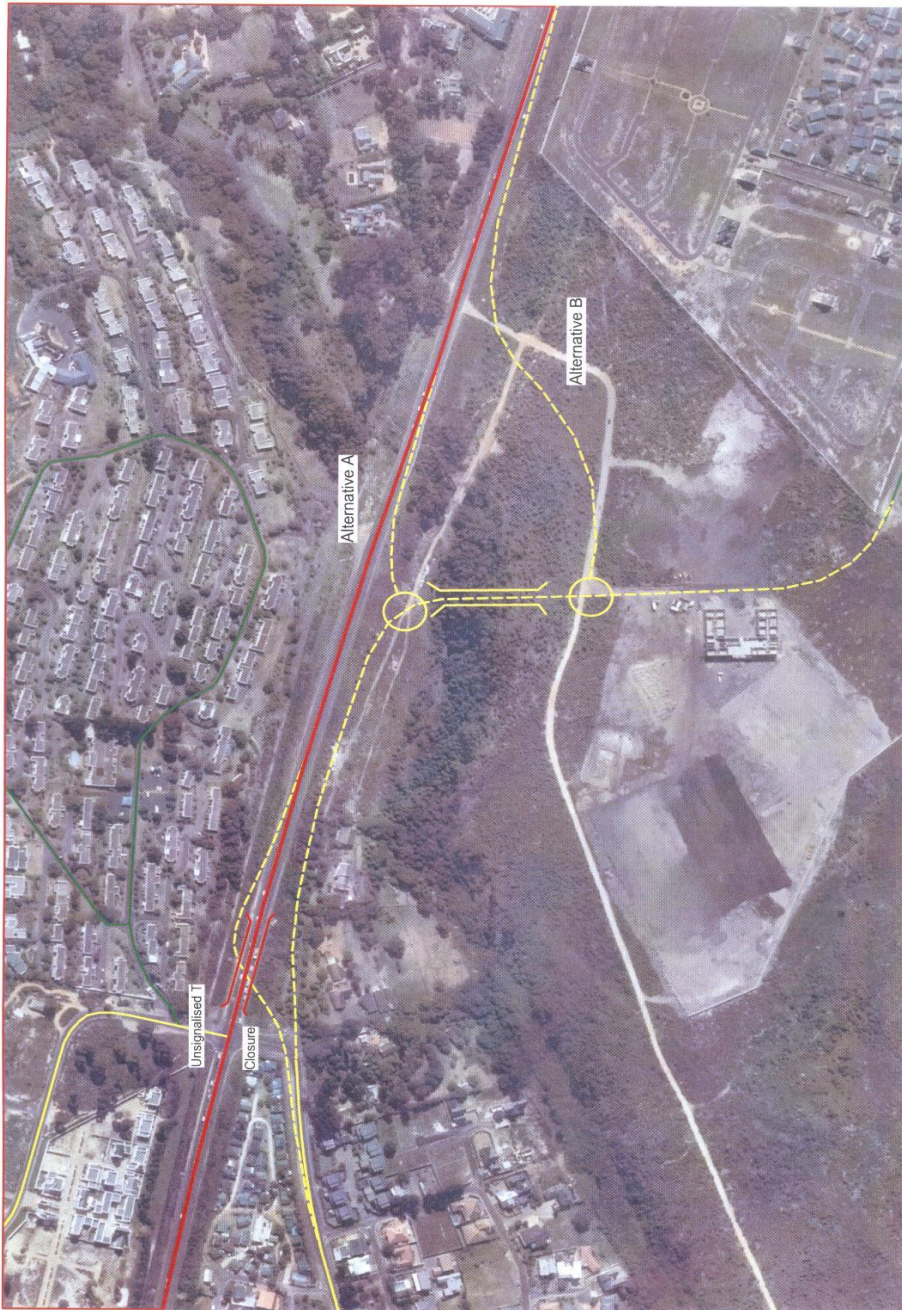
7.0 **NEW MATTERS**

- 7.1 ✓ **SANDBAAI: ERF 2834, SANDBAAI MEENT**  
 The layout plan is endorsed and the development drawings should be reverted back to this committee.

**NEXT MEETING:** Thursday, 25 February 2010 at 2.15 pm

Minutes: M Honicke

ANNEXURE H – PROPOSED ROAD :



## ANNEXURE I – 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 the **XXXX**, Sandbaai which locality plan is attached per “Annexure **XXX**” (hereinafter referred to as “the property”) for a Mixed Residential Development and a Retirement Village;

AND WHEREAS the Bid Adjudication Committee resolved on **XXXX** that the tender be awarded to the **PURCHASER**, the minutes of which is 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:

**XXXX, SANDBAAI**, in the Overstrand Municipality, Division of Caledon, Western Cape Province.**EXTENT: XXXX (XXXX) HECTARES****As indicated on diagram nr XXXX**

(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**.

2.3. The balance of the purchase price shall be paid to the **SELLER** on date of registration of the transfer of the property to the **PURCHASER**. The **PURCHASER** will furnish the **SELLER** with a bank or other acceptable guarantee for the payment of the said balance purchase price against registration of the transfer within the required 14 (**FOURTEEN**) days after being requested thereto.

- 2.4. In the event of the purchase price being paid by the **PURCHASER** prior to registration of transfer it shall be paid to the transferring attorneys to be held in trust in an interest bearing account, interest to accrue to the **PURCHASER**, pending the registration of the transfer.
- 2.5. The **SELLER** is a vendor for the purposes of this transaction and accordingly Value Added Tax at the prescribed rate is payable on the purchase price.
- 2.6. 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 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 and/or prior title deeds of the property and to all such other conditions and servitudes which may exist in regard thereto, whether imposed by the local authority or any other person or body whomsoever. The **SELLER** shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey, and shall not benefit by any excess.
- 3.2. 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 relevant 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.

### 5. RISK

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

### 6. RATES AND TAXES

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

### 7. TRANSFER

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

### 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 upon being requested to do so.

- 8.2. The **PURCHASER** will pay the costs of the required advertisement, placed in terms of Section 14 of the Local Government: Municipal Finance Management Act, 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 be entitled to give the defaulting party **10 (TEN) business days** written notice to remedy the breach. In the event of the defaulter failing to comply with such demand to remedy the breach within the time given, the aggrieved party shall be entitled, without prejudice to any other rights to which it may, in law, be entitled:

- 9.1 Should the aggrieved party be the **SELLER**:
- 9.1.1 to cancel this agreement without prejudice to the **SELLER'S** other legal rights and remedies to claim such damages as it may have suffered, in which event the **PURCHASER** shall have no retention; or
- 9.1.2 to enforce specific performance of this agreement and furthermore to recover any damages and interest.
- 9.1.3 The **PURCHASER** further undertakes, in the event of breach of contract by itself, to pay all attorney-and-own client costs plus VAT, collection commission and tracing costs plus VAT, if any, which the **SELLER** may incur in the enforcing or cancelling of this agreement or collecting any amount owing in terms of this agreement, including interest on any amount owing by the **PURCHASER** at the maximum rate allowed, from date such amount becomes due, until date of receipt of payment.
- 9.1.4 Where the **SELLER** selects to cancel the agreement in terms of paragraph 9.1.1 above, the **SELLER** may decide to impose a restriction penalty on the **PURCHASER** by prohibiting such **PURCHASER** from doing business with the public sector for a period not exceeding 10 years.
- 9.1.5 If a **SELLER** intends imposing a restriction on a **PURCHASER** or any person associated with the **PURCHASER**, the **PURCHASER** will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the **PURCHASER** fail to respond within the stipulated fourteen (14) days the **SELLER** may regard the **PURCHASER** as having no objection and proceed with the restriction.
- 9.1.6 Any restriction imposed on any person by the **SELLER** will, at the discretion of the **SELLER**, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 9.1.7 If a restriction is imposed, the **SELLER** must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 9.1.7.1 the name and address of the **PURCHASER** and / or person restricted by the **SELLER**;
- 9.1.7.2 the date of commencement of the restriction
- 9.1.7.3 the period of restriction; and
- 9.1.7.4 the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 9.1.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register

for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 9.2 Should the aggrieved party be the **PURCHASER**:
- 9.2.1 to cancel this agreement, to recover all payments made to the **SELLER** or the transferring attorneys in payment of the purchase price in terms hereof, without prejudice to the **PURCHASER'S** other legal rights and remedies to claim such damages as he may have suffered,
- 9.2.2 to institute proceedings to enforce specific performance of this agreement.
- 9.3 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 hereby sold.

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

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

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

### 14. ARBITRATION

14.1 Any dispute between the parties arising out of this agreement or its interpretation which is unable to be settled by mediation as set out in clause 13 above, shall be submitted to, and decided by arbitration on notice given by either party to the other.

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

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

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

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

14.4 If agreement cannot be reached on whether the question in dispute falls under sub-clauses 14.3.1 or 14.3.2 and/or upon a particular Arbitrator, within 3 (three) days after the arbitration has been demanded, then the President, for the time being, of the Cape Law Society shall :

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

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

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

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

14.7 The decision of the Arbitrator shall be final and binding and may be made an order of the High Court of South Africa, upon application of either party.

14.8 This clause shall survive the termination of this agreement.

### 15. 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 The **SELLER** and the **PURCHASER** hereby consent to the jurisdiction of the Magistrate's Court for any action that might arise from this agreement. The parties, however, reserve the right at their sole discretion to institute such action in the High Court and to claim costs on the High Court scale.

## 16. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and in separate counterparts, each of which when executed will be deemed to be an original but when taken together will constitute one and the same agreement. The Agreement will only come into being once all the Parties hereto have signed such counterparts. This Agreement shall be valid and binding upon parties thereto, notwithstanding that one or more of the Parties may sign a fax copy thereof and whether or not such fax copy contains the signature of any other party.

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

## 18. 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 for signature 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 Roads

18.2.1 Option (A): The **PURCHASER** must at its cost construct the road link between the Curro circle and the future bridge crossing to Onrust River. The second smaller circle to the south and the remaining roads must also be constructed by the developer at their cost. Access to Habonim Resort must be provided from End Street.

18.2.2 Option (B): The **PURCHASER** must construct the road link to End Street, Sandbaai.

- 18.3 The **PURCHASER**, 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.
- 18.4 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 before any rates clearance certificate will be issued for the transfer of the individual erven to the end user.
- 18.5 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.
- 18.6 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.

## 19. SPECIAL CONDITIONS

- 19.1 The development on the property must at all times protect and enhance the sensitive river area and accommodate its role as sensitive ecological corridor.
- 19.2 The Open Space Property between the development and the river must be rehabilitated and landscaped as part of the development proposal at the cost of the **PURCHASER**.

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

- 19.3 The property may only be used for Residential Zone I, General Residential Zone I, General Residential Zone II, Business Zone III, Private and Public Open Spaces and Roads as indicated on the approved development plan attached per "Annexure **XXX**". Any possible deviation from this approved development plan must follow the prescribed process stipulated by the Town Planning Department of the **SELLER**.
- 19.4 A geotechnical investigation must be done by the successful bidder before any building plan is approved.
- 19.5 The conditions of the Record of Decision of the Department of Environmental Affairs and Development Planning must be adhered to.
- 19.6 The conditions of the Traffic Assessment Report must be adhered to.
- 19.7 The recommendations of the Western Cape and Overstrand Heritage Committees must be adhered to.
- 19.8 The **SELLER** shall have the right at all times, with due consultation with the **PURCHASER**, at its own costs, to carry out and construct on a portion of the property road(s) as may now or hereafter be necessary or desirable for use by the public. In this regard the **PURCHASER'S** attention is drawn to the proposed new road running through a portion of the property as indicated in "Annexure **XXX**" attached hereto.

## 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 his obligations in terms hereof and to execute on demand deeds of suretyship in such form as may be required by the **SELLER**, and the signatory hereby warrants in favour of the **SELLER** that all such directors will so bind themselves and will so execute deeds of suretyship should the **SELLER** so require, which suretyship shall be signed within **7 (SEVEN) days** of being presented to the Directors. Furthermore, the signatory hereby warrants that he is duly authorised to sign this Deed of Sale for and on behalf of the company, close corporation or other legal person as the case may be. The signatory hereto, binds himself under renunciation of the exception of excussion and division, as surety and co-principal debtor to the **SELLER** of all the obligations of the **PURCHASER**.

## 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 Control Manager of the Overstrand Municipality.
- 22.6 This approval does not absolve the **PURCHASER** from compliance with any other relevant legislation.
- 22.7 Business days will mean any day of the week except Saturdays, Sundays or declared public holidays.
- 22.8 In the interpretation of this agreement, unless the context otherwise requires or indicates, words specifying:
  - 22.8.1 the singular shall include the plural and vice versa;
  - 22.8.2 any one gender shall include the other gender, and
  - 22.8.3 natural persons shall include juristic persons, trusts, partnerships and estates.
- 22.9 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.
- 22.10 The parties agree that each clause of this agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.
- 22.11 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.

**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**



**12. FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

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

**OR**

**(B) UNREGISTERED ERF 2837 SANDBAAI FOR A RETIREMENT VILLAGE**

The bidder, identified in the offer signature block, acknowledges that he/she has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation, the terms of the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality as approved and adopted by Council, and by submitting this offer has accepted the conditions of tender and the conditions as set out in the 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.

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

THE OFFERED TOTAL OF THE PRICE <u>INCLUSIVE</u> OF VAT IS:	
<b>(A) THE REMAINDER OF ERF 2834 (EXCLUDING ERF 2836 AND INCLUDING UNREGISTERED ERF 2837) SANDBAAI, FOR MIXED RESIDENTIAL DEVELOPMENT AS WELL AS A RETIREMENT VILLAGE</b>	R  <i>(In words)</i>
<b>OR</b>	
<b>(B) UNREGISTERED ERF 2837 SANDBAAI, FOR A RETIREMENT VILLAGE</b>	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 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>	Date
Signature of witness:		



**2. ACCEPTANCE**

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

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:		
<b>For the Owner:</b>	<b>Overstrand Municipality, Magnolia Avenue, Hermanus</b>	
Name of witness:		Date:
Signature of witness:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>13. DECLARATION BY TENDERER</b>
------------------------------------

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**

**14. 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;

**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. The transfer of ownership of immovable property must be fair, equitable, transparent, competitive (unless it is not applicable or unpractical e.g. non-viable immovable property) and consistent with the supply chain management policy of the Municipality in accordance with Section 14(5) of the MFMA.

**COMPENSATION**

24. The fair market value for the alienation of, the rental amount for the leasing or compensation payable for a servitude over municipal immovable property shall be determined by an independent professional valuer or professional associated valuer registered in terms of the Property Valuers Profession Act, 2000 (Act 47 of 2000), or any ensuing act at the cost of the purchaser (in the case of a direct sale) or lessee (in the case of a direct lease)/servitude holder (in the case of a servitude).
25. The Municipality, as a rule, bearing in mind the provisions of paragraph 23 and save for those cases mentioned in paragraphs 21, 25, 26 and 58 to 62, shall not:
  - (a) let immovable property at a lower rental than market related rental or the rental approved in the tariffs;
  - (b) sell, alienate or dispose of immovable property, grant a servitude or alienate a right at a lower amount than the amount at which it has been valued;

**CONDITIONS OF SALE**

28. 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.
29. 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. Where immovable property is alienated for development, a condition, taking into consideration the nature of the development, might be included in the Deed of Sale stipulating that such development must be completed within two years from date of registration. Likewise a condition may be included in the agreement to provide for forfeiture in the event that the development has not been completed within the required time period, unless a written extension has been granted by the Municipality.
32. 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.
34. A 10% deposit of the agreed/tendered purchase price will be due and payable by the purchaser/successful bidder within 10 days of date of request in writing thereof by the Municipality.
35. Interest on the purchase price, as from date of signature of the deed of sale, 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.