

QUOTATION 8/2/61-2022 MN230/2022

**APPOINTMENT OF A PROFESSIONAL REGISTERED LAND SURVEYOR FOR
BERGRIVIER MUNICIPALITY**

FQ DOCUMENT

NAME OF BIDDER:			
QUOTATION AMOUNT:			
B-BBEE LEVEL:			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 64 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM



BERGRIVIER MUNISIPALITEIT

KWOTASIE 8/2/61-2022 / MK230-2022: DIE AANSTEL VAN 'N PROFESSIONELE GEREGEREERDE LANDMETER VIR BERGRIVIER MUNISIPALITEIT

KWOTASIES word hiermee aangevra vanaf Professionele Geregerede Landmeters vir die opmeting van goedgekeurde onderverdeling en konsolidasies, produksie van Landmeter Generaal Diagramme en Registrasie by die kantoor van die Landmeter – Generaal, soos uiteengesit in die spesifikasies.

Bogenoemde opmetings, produksie van diagramme en registrasie is van toepassing op twee eiendomme in Piketberg en twee eiendomme in Porterville.

Kwotasies in verseelde koeverte en duidelik buite op gemerk "**Kwotasie 8/2/61-2022 / MK230-2022 Aanstel van 'n Professionele Geregerede Landmeter**" moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Vrydag, 14 Oktober 2022**, waarna kwotasies in die openbaar oopgemaak sal word.

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen ekstra fooi of 'n harde kopie by Me. Revedy Hendricks by tel. no. 022 913 6036 of e-pos **hendricksr@bergmun.org.za** gedurende normale kantoor ure, teen 'n kwotasiefooie van **R70.00** betaalbaar aan die Munisipaliteit. Alle tegniese navrae moet gerig word aan Mnr. Keenin Abrahams by tel. no. 022 913 6000 of per e-pos: **abrahamsk@bergmun.org.za**.

Kwotasies is geldig en bindend vir een honderd en twintig (**120**) dae na sluitingsdatum.

Kwotasies sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20 puntstelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeerpunte. **Pryse moet BTW insluit.**

Verskaffers moet geregerede wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffers databasis (SDB) nommer (MAAA....), moet saam met die kwotasie dokument ingedien word. Nie-nakoming hiervan sal die uitslag van die kwotasie ongeldig verklaar.

Laat, onvolledige kwotasies of kwotasies wat per faks ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar.

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

MK230/2022

04 Oktober 2022



BERGRIVIER MUNICIPALITY

QUOTATION 8/2/61-2022 / MN230/2022: APPOINTMENT OF A PROFESSIONAL REGISTERED LAND SURVEYOR FOR BERGRIVIER MUNICIPALITY

QUOTATIONS are hereby invited from Professional Registered Land Surveyors for the surveying of subdivisions and consolidations, production of SG diagrams and registration at the office of the surveyor-general, as set out in the specifications.

Abovementioned surveying, production of diagrams and registration is applicable to two properties in Piketberg and two properties in Porterville.

Quotations in sealed envelopes clearly marked "**Quotation 8/2/61-2022 / MN230-2022 Appointment of a Professional Registered Land Surveyor**", must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Friday, 14 October 2022**, when quotations will be opened in public.

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality's website (**www.bergmun.org.za**) free of charge, or a hard copy from Ms. Revedy Hendricks at tel. no. 022 913 6036 or e-mail **hendricksr@bergmun.org.za** during normal office hours at a quotation fee of **R70.00** payable to the Municipality. All technical enquires, contact Mr. Keenin Abrahams at tel. no. 022 913 6000 or email: **abrahamsk@bergmun.org.za**.

Quotations must be valid and binding for one hundred and twenty (**120**) days after closing date.

Quotations will be evaluated according to Council's Supply Chain Management Policy. It is thus compulsory to complete the Preferential Points claim form of the Preferential Procurement Regulations in order to qualify for preference points. **Prices must include VAT.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/Centralized Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Late, incomplete or quotations received by fax will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN230/2022

04 October 2022



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT REQUEST FOR FORMAL QUOTATIONS

FQ 8/2/61-2022 / MN230/2022: APPOINTMENT OF A PROFESSIONAL REGISTERED LAND SURVEYOR FOR BERGRIVIER MUNICIPALITY

Notice is hereby given that quotations are invited from **Professional Registered Land Surveyors** for the surveying of **subdivisions and consolidations, production of SG diagrams and registration** at the office of the surveyor-general, as set out in the specifications.

No Formal Quotation will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) is automatically generated upon successful registration and validation. This MAAA number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations which form part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self-register on the CSD website at www.csd.gov.za. Registration with the CSD is compulsory in order to conduct business with BERGRIVIER Municipality.

This bidding document is available on our website, free of charge, at www.bergmun.org.za. A non-refundable deposit of R70.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Kerk Street, Piketberg, 7320.

Any specification / administration enquiries can be directed to Mr. K. Abrahams at tel. no. 022 913 6000 / email: abrahamsk@bergmun.org.za and any Supply Chain Management (SCM) enquiries may be directed to Ms. R. Hendricks at tel. 022 913 6036 / email: hendricksr@bergmun.org.za

Sealed bids with the Bidder's name, address and the endorsement **"FQ 8/2/61-2022 / MN230/2022 Appointment of a Professional Registered Land Surveyor"** on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Kerk Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than **Friday, 14 October 2022 at 12h00** when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

Framework Act and the Preferential Procurement Regulations, 2017.

The 80/20 points system will be applicable.

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE	100

Prospective service providers are advised to consult the Municipality's Supply Chain Management Policy for the detail.

Municipal Manager
Bergrivier Municipality



BERGRIVIER MUNICIPALITY

Administrative enquiries: R. Hendricks Ref: 8/2/61-2022 Tel: (022)-913 6000 Fax: (022) 913 1380
E-mail: hendricksr@bergmun.org.za

Mr/Mrs _____
Dear Sir / Madam

FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:

(Over R30 000.00 up to a transaction value of R200 000.00 (VAT included))

FQ: 8/2/61-2022 / MN230/2022: APPOINTMENT OF A PROFESSIONAL REGISTERED LAND SURVEYOR FOR BERGRIVIER MUNICIPALITY

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street, and Piketberg no later than **Friday, 14 October 2022 @ 12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be **fixed** and **must be inclusive of VAT**.
- A firm delivery period must be indicated.
- **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing, or an original or copy of tax clearance certificate. Page 6.**
- **Quotations over a value of R 30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for Quotations duly completed, and the enclosed Declaration of interest MB4 , MBD 7, MBD 8, MBD 9, must be scrutinized, completed and submitted together with your quotation.**
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

Failure to comply with the highlighted conditions will invalidate your offer.

THIS REQUEST FOR A FORMAL QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY, FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

MSCM regulations: "in the service of the state" means must be -

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

- e) an executive member of the accounting authority of any national or provincial public entity; or
- f) an employee of Parliament or a provincial legislature.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF COMPANY

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODENUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

TAX PIN..... Tax Reference Number

CSD no. MAAA.....

INCLUDE AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED/ TSC PIN YES/NO

INCLUDE A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A SWORN AFFIDAVIT

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. **NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY**)

Recent municipal account of company (not older than 90 days) MUST be attached.

Recent municipal accounts of all the Directors/Shareholders- MUST be attached.

IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT.

IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS. COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT.

SIGNATURE OF SERVICE PROVIDER DATE

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED

Yours faithfully

**Adv. Hanlie Linde
MUNICIPAL MANAGER**

Date: 04 October 2022



BERGRIVIER MUNICIPALITY

ANNEXURES & TITLE	FORM NO.
1.1 Covering letter – Invitation to bid	MBD 1
1.2 Tax Clearance Requirements- Updated MBD 2 form must be submitted.	MBD 2
1.3 Pricing schedule – Fixed prices	MBD 3.2
1.4 Declaration of Interests	MBD 4
1.5 BBBEE	MBD 6.1
1.6 Contract form – Purchase of goods/works	MBD 7.1
1.7 Declaration of Bidders past Supply Chain Management Practises	MBD 8
1.8 Certificate of independent proposal determination	MBD 9
1.9 General Contract Conditions	GCC
<u>ADDENDUM</u>	
1. Check list	BM 1



BERGRIVIER MUNICIPALITY

BM 1

CHECK LIST

All BERGRIVIER Municipality Individual(s) proposal documents will have the typical check list as an attachment. This list is to assist all bidders to submit complete proposals.

Bidders are to check the following points before the submission of their proposal:

1. All pages of the document have been read by the contractor.
2. Any discrepancy and misunderstanding is cleared with the relevant officials.
3. All pages requiring information have been **completed in black ink.**
4. The Schedule of Quantities have been checked for arithmetic correctness.
5. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
6. The total from the summary page has been carried forward to the Form.
7. Surety details where applicable have been included in the proposal.
8. All sections requiring information have been completed.
9. Bidder ensured that all documents is properly completed and signed.
10. The contractor has complied with the proposal prerequisites.
11. The document is submitted before **12h00** on the due date at the designated bid box of BERGRIVIER Municipality.



BERGRIVIER MUNICIPALITY

TAX CLEARANCE REQUIREMENTS

MBD 2

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 Service (SARS) to meet the bidder's tax obligations.

1. The **Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider's status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate but have a TCS pin must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
4. If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.
5. Non adherence to point 4 above may invalidate your offer.



BERGRIVIER MUNICIPALITY

MBD 3.2

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIXED PRICES WILL BE ACCEPTED. FIRM & NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder.....	FQ Number: 8/2/61-2022
Closing Time: 12h00	Closing Date: 14 October 2022

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF OFFER

ITEM	QTY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY (INCLUDING VAT)
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Required by: BERGRIVIER Municipality

ITEM / PRODUCT DESCRIPTION	QTY	UNIT PRICE
Porterville Erven 1339 and 1770, Piketberg		R
Piketberg Erf 1002 Porterville (Porterville Cemetery)		R
Erf 4465, Piketberg (Piketberg Youth Centre)		R
Erf 1002, Porterville (Industrial Area)		R
Subtotal EXCL. VAT		R
VAT (15%)		R
GRAND TOTAL IN RAND (VAT INCLUSIVE)		R

- The pricing must be fixed.
- The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.
- Please Note: BERGRIVIER Municipality reserve the right to downward/upward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.**



BERGRIVIER MUNICIPALITY

SPECIFICATIONS

SURVEYING OF SUBDIVISIONS AND CONSOLIDATIONS, PRODUCTION OF SG DIAGRAMS & REGISTRATION AT THE OFFICE OF THE SURVEYOR-GENERAL FOR THE FOLLOWING LAND USE APPROVALS:

- Erven 1339 and 1770, Piketberg

1) Bergrivier Municipality's Municipal Planning Tribunal on 21 October 2021 approved an application for subdivision and consolidation of Erven 1339 and 1770 Piketberg as follow (see attached decision as Annexure A):

- (a) Subdivision of Erf 1339 Piketberg into 10 newly created properties;
- (b) Subdivision of Erf 1770 Piketberg (footpath) into three portions namely: Portion L ($\pm 286\text{m}^2$ in extent) , Portion M ($\pm 71\text{m}^2$ in extent) and Remainder Erf 1770 Piketberg;
- (c) Closure of Portion M ($\pm 71\text{m}^2$ in extent) a portion of Erf 1770 Piketberg as Public Place (Street); Kindly note that the closure of Portion M (public road), the diagram is in process of being framed at a Surveyor and arrangements is made to registered this diagram at the SG, so kindly exclude the closure of this portion in the quote (a status report has already been received from the SG and Final Notice placed).
- (d) Consolidation of Portion K ($\pm 667\text{m}^2$ in extent) a portion of Erf 1339 Piketberg with Portion L ($\pm 286\text{m}^2$ in extent) a portion of Erf 1770 Piketberg to create a public street;
- (e) Consolidation of Portion J ($\pm 176\text{m}^2$ in extent) a portion of Erf 1339 Piketberg with Portion M ($\pm 71\text{m}^2$ in extent) a portion of Erf 1770 Piketberg to create a public open space.

- Erf 1002 Porterville (Porterville Cemetery)

2) Bergrivier Municipality's Municipal Planning Tribunal on 17 March 2022 approved an application for subdivision of a Portion of Erf 1002, Porterville respectively into two portions each and consolidation of the subdivided portion with unregistered Erf 3365, Porterville to expand the existing cemetery with ± 5 hectares (see attached decision as Annexure B).

- Erf 4465, Piketberg (Piketberg Youth Centre)

3) Bergrivier Municipality's Municipal Planning Tribunal on 17 March 2022 approved an application for subdivision of Erf 4465 Piketberg into two portions (see attached decision as Annexure C); and

- Erf 1002, Porterville (Industrial Area):

4) Bergrivier Municipality's Municipal Planning Tribunal furthermore on 19 May 2022 approved an application for subdivision of a Portion of Erf 1002, Porterville into two portions for industrial purposes. The surveying and registration is only required for Portion 1 and 2 at this stage (see attached decision as Annexure D).

5) Services is required from Qualified Professional Land Surveyors **registered with the South African Geomatics Council (SAGC)**, previously known as South African Council for Professional and Technical Surveyors - PLATO. Proof of such certificates must be submitted with offers.

MUNISIPALITEIT BERGRIVIER MUNICIPALITY

Rig alle korrespondensie aan:
Die Munisipale Bestuurder

Address all correspondence to:
The Municipal Manager

Verwysing/Reference PB. 1339 & 1770

Navrae/Enquiries K. Abrahams

10 November 2021

BY EMAIL : LawrenceA@Bergmun.org.za

Abelia Lawrence
Head Housing: Bergrivier Municipality



P O Box 60
PIKETBERG
7320

Phone/Tel. : (022) 91 36000
Fax/Faks: (022) 91 31406
E-pos / E-mail:
bergmun@telkomsa.net

DECISION LETTER

APPLICATION FOR REMOVAL OF RESTRICTIONS, SUBDIVISION, REZONING AND CLOSURE OF A PORTION OF PUBLIC PLACE: ERF 1339 AND 1770, PIKETBERG

Bergrivier Municipality's Planning Tribunal, on 21 October 2021, considered the above-mentioned application in terms of section 60 of Bergrivier Municipality By-law on Municipal Land Use Planning via decision number PTN009/10/2021. The decision reads as follow:

"PTN009/10/2021

APPLICATION FOR REMOVAL OF RESTRICTIONS, SUBDIVISION, REZONING AND CLOSURE OF A PORTION OF PUBLIC PLACE: ERF 1339 AND 1770, PIKETBERG PB.1339 & 1770

The Town Planner (East) gave a brief summary to the item under discussion.

RESOLUTION: CONDITIONALLY APPROVED

1. That the applications made in terms of section 15 of Bergrivier Municipality By-Law on Municipal Land Use Planning for the following respectively:

- (a) Removal of restrictive conditions applicable to deed of Transfer T1703/2021, namely condition B. (a), (b), (i) and (ii) in order to create single residential erven, public street, authority erf and public open space;
- (b) Rezoning of a portion of Erf 1339 Piketberg ($\pm 3400\text{m}^2$) from Single Residential Zone 2 to Subdivisional Area in order to accommodate the following properties respectively:
 - 7 Single Residential Zone 2: Dwelling House (Portions A,C,D,E,F,G & H $\pm 215\text{-}350\text{m}^2$ in extent);
 - 1 Authority Zone: Authority use/utility service (Portion B $\pm 455\text{m}^2$ in extent);
 - 1 Open Space Zone 1: Public Open Space (Portion J $\pm 176\text{m}^2$ in extent); and
 - 1 Transport Zone 2: Public Street (Portion K $\pm 667\text{m}^2$).
- (c) Subdivision of Erf 1339 Piketberg into 10 newly created properties;
- (d) Subdivision of Erf 1170 Piketberg (footpath) into three portions namely: Portion L ($\pm 286\text{m}^2$ in extent), Portion M ($\pm 71\text{m}^2$ in extent) and Remainder Erf 1770 Piketberg;

MUNISIPALITEIT BERGRIVIER MUNICIPALITY

Rig alle korrespondensie aan:
Die Munisipale Bestuurder

Address all correspondence to:
The Municipal Manager



P O Box 60
PIKETBERG
7320

Phone/Tel.: (022) 91 36000
Fax/Faks: (022) 91 31406
E-pos / E-mail:
bergmun@telkomsa.net

Verwysing/Reference PB.1002

Navrae/Enquiries K. Abrahams

11 July 2022

DECISION LETTER

APPLICATION FOR SUBDIVISION, REZONING, CONSOLIDATION AND CONSENT USE: PORTION OF ERF 1002, PORTERVILLE (MUNICIPAL COMMONAGE)

Bergrivier Municipality's Planning Tribunal, on 17 March 2022, considered the application in terms of section 60 of Bergrivier Municipality By-law on Municipal Land Use Planning via decision number PTN006/03/2022. The decision reads as follow:

"PTN006/03/2022

APPLICATION FOR SUBDIVISION, REZONING, CONSOLIDATION AND CONSENT USE: PORTION OF ERF 1002, PORTERVILLE (MUNICIPAL COMMONAGE) PTV. 1002

The Manager: Town Planning & Environmental Management gave a brief summary to the item under discussion.

RESOLUTION: CONDITIONALLY APPROVED

That the application made for subdivision of Remainder Erf 1002, Porterville (Porterville Commonage) into two portions namely: Portion 1 (±5ha in extent) and Remainder Erf 1002 Porterville; rezoning of the newly created Portion 1 from Agricultural Zone 1 to Open Space Zone 1, consent use in order to allow a cemetery as well as consolidation of Portion 1 with unregistered Erf 3365, Porterville in terms of Section 15 of Bergrivier Municipal By-Law on Municipal Land Use Planning, **BE APPROVED**; in terms of section 60 of Bergrivier Municipal By-Law on Land Use Planning, subject to the following conditions:

1. Compliance with the conditions in the Department of Transport & Public Works letter of comment, dated 03 October 2016 referenced 13/3/5/1-02/62. The consolidation of Portion 1 and unregistered Erf 3365 Porterville to use the existing access road;
2. Compliance with conditions stated in the Environmental Authorisation referenced 16/3/3/1/F1/1/2024/21, dated 19 November 2021;
3. Compliance with Heritage Western Cape condition stated in their letter referenced HW/WESTCOAST/PORTERVILLE/ERF 1002, Case No. 17042605AS0504E, dated 30 May 2017); and
4. Compliance with the conditions stated in the letter of approval from the Director General Health Republic of South Africa, dated 17 January 2022.

REASONS FOR RESOLUTION

Consistency with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

The proposed site is located at a central position in town, allowing equitable and accessible distribution of social services as well as facilities for the community of Porterville, contributing to spatial justice. The existing 1hectare cemetery is reaching its full capacity faster than expected, and extension thereof is an essential services to the community of Porterville.

The required municipal services that may arise as a result of the proposed utilization, will be for account of the Municipality in accordance with the approved Municipal Budget. Provision has already been made in the Municipal Budget to upgrade the roads. The proposed application is therefore made to efficiently establish a cemetery adjacent to the existing cemetery, which will contribute to the well-functioning of communities.

MSDF 2019-2024

Bergvliet Municipal Spatial Development Framework 2019-2024

The proposed site is earmarked for rural development opportunities small scale farming, the proposed expansion of the cemetery deviates from the Spatial Proposal Map for Porterville.

Deviation of the MSDF 2019-2024 is regarded appropriate as site specific circumstances allows as follows:

- *The Covid-19 pandemic caused the current cemetery created in 2018 nearing its capacity earlier than foreseen, burial sites are required for the well-functioning of the community, as it is an essential services provided by the Municipality;*
- *The proposed site is located at a central position in town, allowing equitable and accessible distribution of social services as well as facilities for the community of Porterville within walking distance from their homes, contributing to spatial justice;*
- *SRK Consulting Hydrogeological study for the prosed extension of the 5hectare of municipal commonage Erf 1002 Porterville, concluded that based on existing regional scale hydrogeological data, the site appears suitable to be used as a cemetery;*
- *Conditional Environmental Authorisation has been granted;*
- *Need to balance all community needs, taking into consideration applicable legislation such as distance between cemeteries and habitable building, as far as, local context can accommodate; and*
- *Small scale farmers are already accommodated on other Parts of the municipal commonage Erf 1002 Porterville for 9years and 11months by means of lease agreements, to give effect to directives of the MSDF 2019-2024.*

Desirability

There is currently a shortage of burial space and the current cemetery nearing its capacity, burial sites are required for the well-functioning of the community. The proposed site is located on a central position in town, allowing equitable and accessible distribution of social services as well as facilities for the community of Porterville, contributing to spatial justice. The proposed cemetery does not dominate the surrounding land uses.

The size of the property is sufficient to comply with the development parameters provided in the zoning scheme by-law.

No objections were received against the application from surrounding affected property owners."

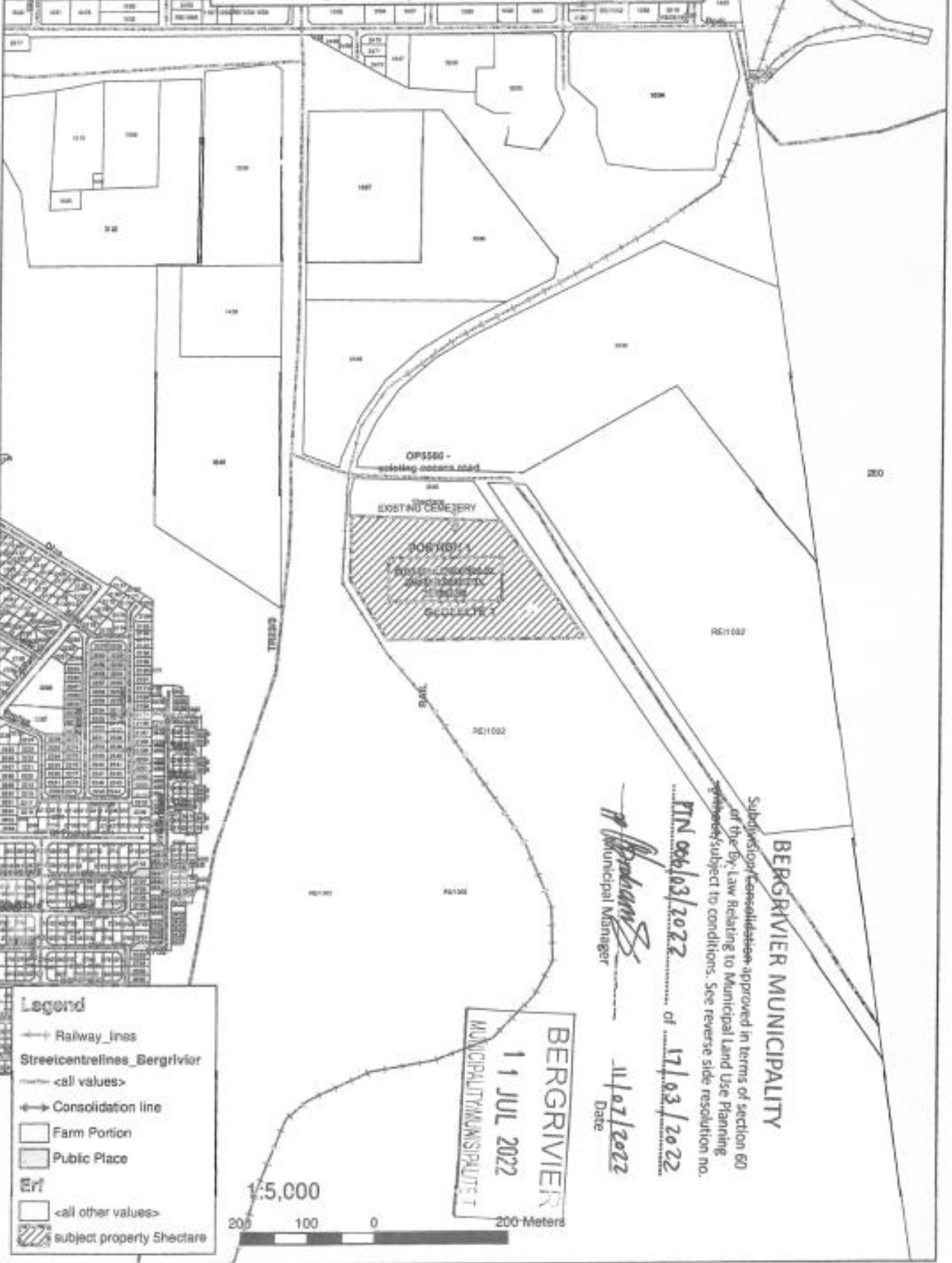
The endorsed subdivision/consolidation plan are hereby attached in threefold.

It is hereby also confirmed that no appeal was received against abovementioned decision.

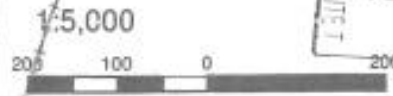
Regards


JWA KOTZEE (VIVIAN)
DIRECTOR CORPORATE SERVICES

**Subdivision & Consolidation:
A Portion of Remainder Erf 1002 Porterville
(municipal commonage)**



- Legend**
- Railway lines
 - Street centerlines_Bergrivier
 - < call values >
 - ↔ Consolidation line
 - Farm Portion
 - Public Place
 - Erf**
 - < all other values >
 - ▨ subject property 5hectare



**BERGRIVIER
MUNICIPALITY**
11 JUL 2022

BERGRIVIER MUNICIPALITY
Subdivision/Consolidation approved in terms of section 60
of the By-Law Relating to Municipal Land Use Planning
subject to conditions. See reverse side resolution no.
...**RTN 006/03/2022**... of ...**17/03/2022**...
[Signature]
Municipal Manager
Date **11/07/2022**



**Subdivision & Consolidation:
A Portion of Remainder Erf 1002 Porterville
(municipal commonage)**

- Legend**
- +— Railway lines
 - Street centerlines_Bergrievier
 - <all values>
 - Consolidation line
 - Farm Portion
 - Public Place
 - Erf
 - <all other values>
 - ▨ subject property 5hectare

1:5,000
200 100 0 200 Meters

BERGRIEVIER
11 JUL 2022
MUNICIPALITÄT/MUNISIPALITEIT

BERGRIEVIER MUNICIPALITY
Subdivision/consolidation-approved in terms of section 60 of the by-law Relating to Municipal Land Use Planning subject to conditions. See reverse side resolution no. PTN 006/03/2022 of 17/03/2022.
Municipal Manager
Date 11/07/2022



MUNISIPALITEIT BERGRIVIER MUNICIPALITY

Rig alle korrespondensie aan:
Die Munisipale Bestuurder

Address all correspondence to:
The Municipal Manager



P O Box 60
PIKETBERG
7320

Phone/Tel.: (022) 91 36000
Fax/Faks: (022) 91 31406
E-pos / E-mail:
bergmun@telkomsa.net

Verwysing/Reference PB.4465

Navrae/Enquiries K. Abrahams

11 July 2022

DECISION LETTER

APPLICATION FOR SUBDIVISION: ERF 4465, PIKETBERG

Bergrivier Municipality's Planning Tribunal, on 17 March 2022, considered the application in terms of section 60 of Bergrivier Municipality By-law on Municipal Land Use Planning via decision number PTN007/03/2022. The decision reads as follows:

"PTN007/03/2022

APPLICATION FOR SUBDIVISION : ERF 4465, PIKETBERG

PB. 4465

The Manager: Town Planning & Environmental Management gave a brief summary to the item under discussion.

RESOLUTION: CONDITIONALLY APPROVED

1. That the application made in terms of section 15 of Bergrivier Municipality By-Law on Municipal Land Use Planning for subdivision of Erf 4465 Piketberg into two portions namely: *Portion A* ($\pm 7436m^2$ in extent) and *Remainder Erf 4465 Piketberg* ($\pm 6848m^2$ in extent) to establish the youth centre on a separate property, **BE APPROVED**; in terms of section 60 of Bergrivier Municipality By-Law on Municipal Land Use Planning, subject to the following condition:

1.1. *The subdivided portion be provided with separate water, electricity, sewer connections and access.*

REASONS FOR RESOLUTION

Spatial Justice

The property is located in the identified integration zone. The subdivision is in line with the Piketberg Gateway and Central Integration Precinct Plan to provide additional development opportunities to promote access facilities and services for integration purposes.

Spatial Efficiency and Sustainability

The property is already provided with access to municipal engineering services for the construction of the youth centre. The subdivided portions will remain in the ownership of the Municipality, and the basic municipal engineering services required will be addressed when it is developed. The property is located in the integration zone, which is regarded sustainable.

Good administration

The Bergvliet Municipality Spatial Development Framework 2019-2024, earmark the area for strategic development and infill opportunities. Subdivision of the property does contribute to aforesaid.

The proposed application promotes spatial justice, spatial efficiency, sustainability and good administration that is consistent with the development principles of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) in terms of the aforesaid.

Desirability

The nature of the land uses that can be accommodated on the proposed newly created property will promote community facilities within close proximity to the community, contributing to the social well-being and well-functioning of the community, within the integration zone.

The subdivision does not change the zoning of the property, and is considered compatible with the surrounding land uses. No objections were received from surrounding affected property owners giving an indication of acceptable compatibility."

The endorsed subdivision plan are hereby attached in threefold.

It is hereby also confirmed that no appeal was received against abovementioned decision.

Regards


MRS JWA KOTZEE (VIVIAN)
DIRECTOR CORPORATE SERVICES



SUBDIVISION/ONDERVERDELING PLAN: ERF 4465 PIKETBERG



SUBDIVISION/ONDERVERDELING PLAN: ERF 4465 PIKETBERG



BERGRIVIER MUNICIPALITY

Subdivision/Consolidation approved in terms of section 60 of the By-Law Relating to Municipal Land Use Planning without subject to conditions. See reverse side resolution no.

PTN 007/03/2072 of 17/03/2022

[Signature]
Municipal Manager

BERGRIVIER
11 JUL 2022
 MUNICIPALITY/MUNISIPALITEIT

Legend

----- SUBDIVISION LINE

□ <all other values>

Erf

▨ 4465

1:2,000

MUNISIPALITEIT BERGRIVIER MUNICIPALITY

Rig alle korrespondensie aan:
Die Munisipale Bestuurder

Address all correspondence to:
The Municipal Manager



P O Box 60
PIKETBERG
7320

Phone/Tel.: (022) 91 36000
Fax/Faks: (022) 91 31406
E-pos / E-mail:
bergmun@telkomsa.net

Verwysing/Reference PB.1002

Navrae/Enquiries K. Abrahams

11 July 2022

DECISION LETTER

APPLICATION FOR SUBDIVISION AND REZONING: A PORTION OF REMAINDER ERF 1002 PORTERVILLE (COMMONAGE)

Bergrivier Municipality's Planning Tribunal, on 19 May 2022, considered the application in terms of section 60 of Bergrivier Municipality By-law on Municipal Land Use Planning via decision number PTN006/05/2022. The decision reads as follow:

"PTN006/05/2022

APPLICATION FOR SUBDIVISION AND REZONING: A PORTION OF REMAINDER ERF 1002 PORTERVILLE (COMMONAGE) PTV. 1002

The Manager: Town Planning & Environmental Management gave a brief summary to the item under discussion.

RESOLUTION: CONDITIONALLY APPROVED

1. That the application made in terms of section 15 of Bergrivier Municipality By-Law on Municipal Land Use Planning for the following:
 - 1.1. Subdivision of Remainder Erf 1002 Porterville into three portions namely: Portion 1 (± 7.5075 ha in extent), Portion 2 (± 6.2219 ha in extent) and Remainder Erf 1002 Porterville;
 - 1.2. Rezoning of Portion 1 (± 7.5075 ha in extent) and Portion 2 (± 6.2219 ha in extent) from Agriculture Zone 1 to Subdivisional Area in order to accommodate:
 - Portion 1: 1 Industrial Zone 2 (Industry) and 1 Transport Zone 2 (Public Street).
 - Portion 2: 5 Industrial Zone 2 erven (Industry) and 1 Transport Zone 2 (Public Street).
 - 1.3. Further subdivision of Portion 1 (± 7.5075 ha in extent) into two portions namely: Portion A (± 3454 m² in extent: public street) and Portion B (± 7.1621 ha in extent: industrial); and
 - 1.4. Further subdivision of Portion 2 (± 6.2219 ha in extent) into six portions namely Portion C (± 1.1646 ha in extent: industrial), Portion D (± 1.1455 ha in extent: Industrial), Portion E (± 1.2953 ha in extent: Industrial), Portion F (± 1.0858 ha in extent: industrial) and Portion H (± 4174 m² in extent: Public Street), **BE APPROVED**; in terms of section 60 of Bergrivier Municipality By-Law on Municipal Land Use Planning, subject to the following conditions:
 - a) Alienation of individual land units by the Municipality may only take place after bulk services as well as basic level municipal engineering services including access have been provided to the subdivided portions, unless the development is sold in its entirety for private development thereof, in which case the developer will be responsible for

installation of the bulk services as well as internal engineering services and access to the satisfaction of Municipality's Directorate: Technical Services in terms of a Services Level Agreement (SLA);

- b) *The required municipal engineering services that may arise as a result of the proposed utilization of the subdivided land units, over and above that which the Municipality/developer provides as basic minimum level of services will be for the account of the purchasers and/or further owner(s). In addition to this the owner(s)/purchasers will be responsible for the provision and upgrading of all service infrastructure required as a result of additional burden created by the proposed utilization, as negotiated and agreed upon between the future purchasers/owner(s) and the Municipality's Directorate: Technical Services by means of a Services Level Agreement (SLA);*
- c) *Access roads must be planned and designed in consultation with the Department of Transport & Public Works;*
- d) *Compliance with the conditions of the Environmental Authorisation, dated 04 October 2021(Referenced 16/3/3/1/f1/12/2005/21);*
- e) *Landscape plans must be submitted together with building plans for approval to mitigate the visual impact of the proposed utilization of land;*
- f) *Should any heritage resources be found Heritage Western Cape must be notified without delay as stated in their letter of comment dated 07 December 2020, referenced HW/WEST COAST/BERGRIVIER/PORTERVILLE/ERF 1002;*
- g) *Any other statutory requirement that might be applicable prior to provision and establishment of bulk Municipal engineering services to the land units must also be authorized by the competent authorities prior to commencement of activities in terms of applicable legislation, if applicable (i.e. Water Use License Application and/or additional Environmental Authorization applications).*

REASONS FOR RESOLUTION

The Spatial Planning and Land Use Management Act (SPLUMA), Act 13 of 2013 provides specific development principles for spatial planning, namely: the principle of (a) spatial justice, (b) spatial sustainability, (c) efficiency, (d) spatial resilience, and (e) good administration.

The subject property is owned by Bergrivier Municipality. It is considered spatially efficient to develop municipal land located within the urban edge of Porterville along an existing main road (R44). No municipal bulk infrastructure is available at this stage to the proposed industrial properties, but allowing the establishment of these erven within the urban edge will enable it to connect to such services in close proximity where existing connection points are available. Conditions are imposed to address engineering services provision including access.

The subdivision and rezoning of remainder Erf 1002, Porterville is exempted from the Subdivision of Agricultural Land Act 70 of 1970. The property is currently vacant, and has not been utilized for agricultural purposes. The proposed subdivision and rezoning will not have a negative impact on agricultural land or the environment, subject to compliance with the conditions of the environmental authorization.

The property is located within walking distance from an established residential neighbourhood that will bring work opportunities in closer proximity to the community while also promoting investment opportunities. The proposed development will allow spatial restructuring in line with spatial policy having a contribution to spatial justice.

The proposed development is spatially efficient and sustainably established and will contribute to strengthening Porterville as an agricultural service centre and economic circumstances of the community, by creating the opportunity for investment and employment.

The proposed development therefore amount to the efficient use of space available, unleashing industrial opportunities where none exist along a Main road. The proposed development will furthermore contribute to densification of Porterville's urban area.

Section 65 (h) of Bergrivier Municipal By-Law on Municipal Land Use Planning requires consideration of the impact of the proposed land development on municipal engineering services.

Engineering services provision is addressed by means of conditions.

Bergrivier Municipality Spatial Development Framework 2019-2024

The properties are earmarked for industrial diversification through expansion. The subdivision promotes densification of the settlements, by creating industrial opportunities within the urban edge and avoid extension of the settlement footprint. The proposed industrial land will be established within the urban edge as provided in the Municipal Spatial Development Framework. The proposed rezoning and subdivision is consistent with the Municipal Spatial Development Framework 2019-2024.

Section 65 (s) of the Bergrivier Municipal By-Law relating to Municipal Land Use Planning requires consideration of the provisions of the applicable zoning scheme and section 65.(d) and (e) of Bergrivier Municipal By-Law on Municipal Land Use Planning, requires the consideration of comments/objections obtained during the public participation process.

The dimensions of the proposed land units are considered sufficient to accommodate a future industry within the development parameters of the applicable zoning scheme by-law. Access to the newly created land units is sufficiently proposed and the Department of Transport & Public Works has no objection against the proposal. A condition is imposed to mitigate the visual impact of the proposed utilisation of land.

The Ward Councillor has no objection and no representations were received against the application from surrounding property owners or the general public. The comments from the internal department contributed meaningfully in considering this application."

The endorsed subdivision/consolidation plan are hereby attached in threefold.

It is hereby also confirmed that no appeal was received against abovementioned decision.

Regards


MR JWA KOTZEE (VIVIAN)
DIRECTOR CORPORATE SERVICES

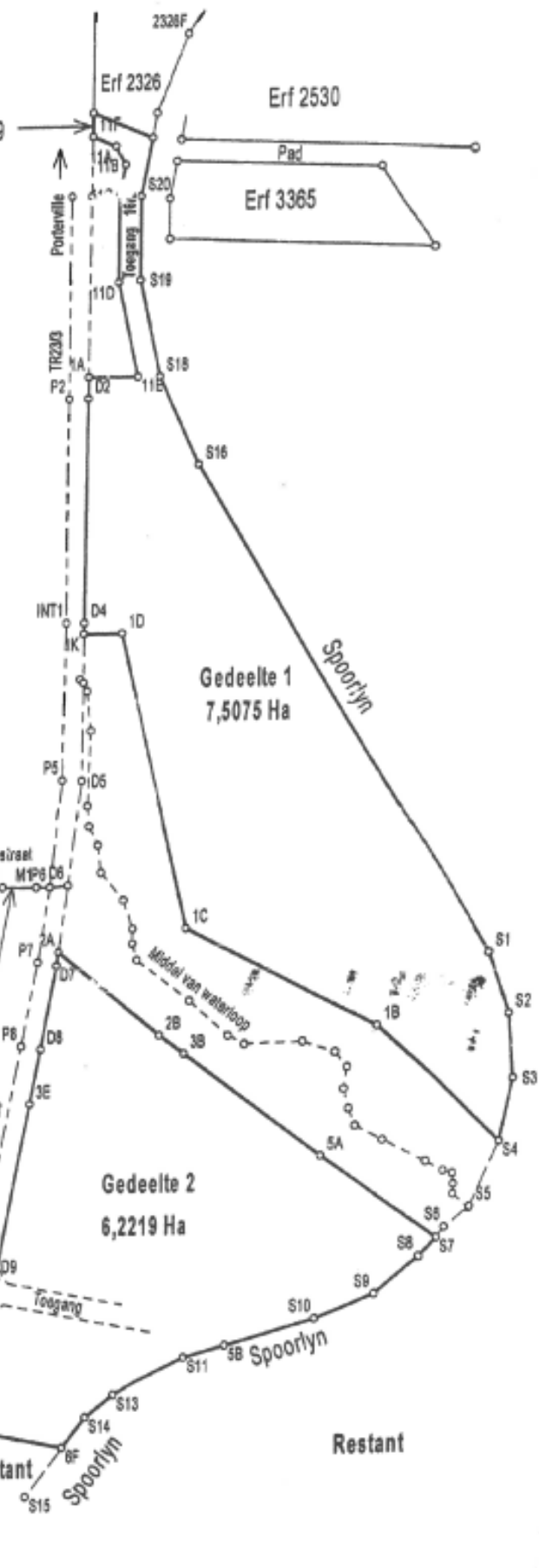
Bestaande toegang
na Erwe 2326, 2530, 3365 en 2439

Voorgestelde onderverdeling van
Restant Erf 1002 PORTERVILLE
Geleë in die Munisipaliteit Bergrivier
Administratiewe Distrik Piketberg
Provinsie Wes-Kaap

Skaal 1 : 4000

Plan opgestel deur :
[Redacted]
[Redacted]
Professionele Landmeter

Datum : 7 Februarie 2022
Verwysing : Port / Indus / 1002



Subdivision/Consolidation approved in terms of section 60
of the By-Law Relating to Municipal Land Use Planning
whereby subject to conditions. See reverse side resolution no.
PTN 006/05/2022 of 19/05/2022
Municipal Manager
11/07/2022
Date

BERGRIVIER MUNICIPALITY

Bestaande toegang
na Erwe 2326, 2530, 3365 en 2439

Voorgestelde onderverdeling van
Restant Erf 1002 PORTERVILLE
Geleë in die Munisipaliteit Bergrivier
Administratiewe Distrik Piketberg
Provinsie Wes-Kaap

Skaal 1 : 4000

Plan opgestel deur :

[Redacted Name]
[Redacted Name]
Professionele Landmeter

Datum : 7 Februarie 2022

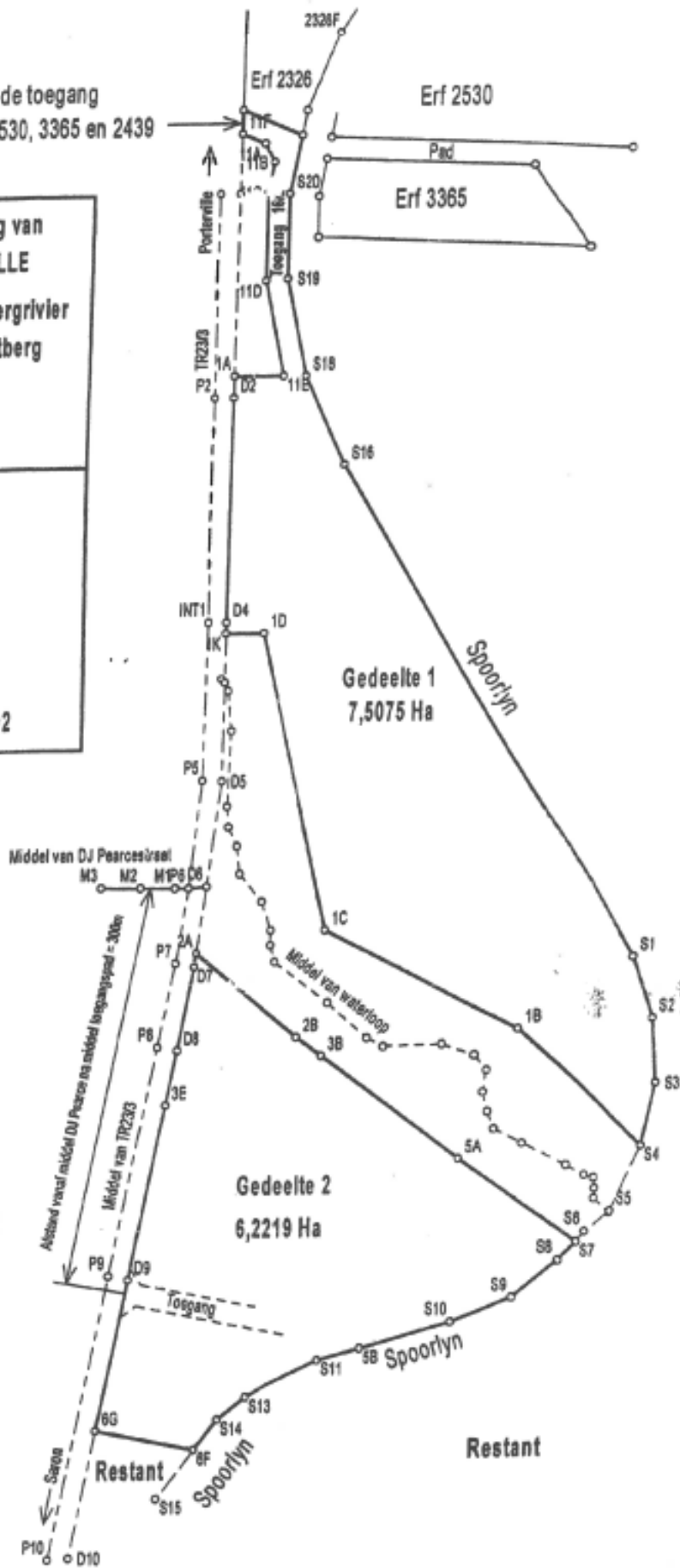
Verwysing : Port / Indus / 1002



[Signature]
Municipal Manager

Subdivision/Generalisation approved in terms of section 60
of the By-Law Relating to Municipal Land Use Planning
with/subject to conditions. See reverse side resolution no.
PTN 006/05/2022 of 19/05/2022
11/07/2022
Date

BERGRIVIER MUNICIPALITY



Restant
Spoorlyn

Restant

Bestaande toegang
na Erwe 2326, 2530, 3365 en 2439

Voorgestelde onderverdeling van
Restant Erf 1002 PORTERVILLE
Geleë in die Munisipaliteit Bergrivier
Administratiewe Distrik Piketberg
Provinsie Wes-Kaap

Skaal 1 : 4000

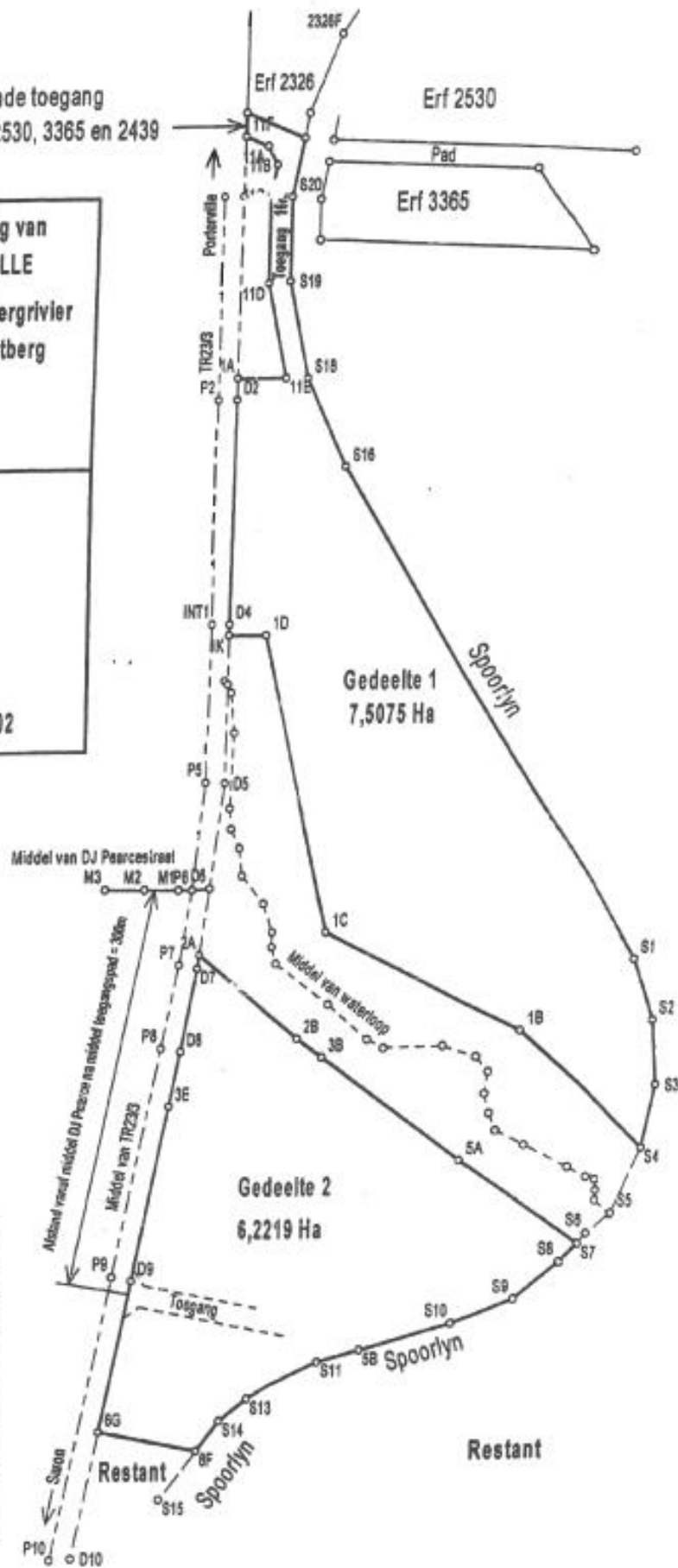
Plan opgestel deur :



Professionele Landmeter

Datum : 7 Februarie 2022 .

Verwysing : Port / Indus / 1002



BERGRIVIER MUNICIPALITY

Subdivision/Consolidation approved in terms of section 60
of the By-Law Relating to Municipal Land Use Planning
without/subject to conditions. See reverse side resolution no.
FTN 006/05/2022 of 19/05/2022
Municipal Manager
Date 11/07/2022



BERGRIVIER MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

- 1. **No bid** will be accepted from persons in the service of the state*.
- 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
- 3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder’s representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, manager, shareholder):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

Name of spouse/child/parent:.....
ID number of spouse/child/parent.....
Relationship to official.....
Employer of spouse/child/parent.....
Designation of spouse/child/parent.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

NB. Failure to complete the above details will invalidate your offer.



BERGRIVIER MUNICIPALITY

MBD6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a points claims form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to not exceed R200 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

NAME of SIGNATURES:.....

DATE:

ADDRESS

.....

.....



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED. COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid number **8/2/61-2022 (MN230/2022)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

1. I **HANLIE LINDE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/2/61-2022 (MN230/2022)** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/61-2022 MN230-2022 Appointment of a Professional Registered Land Surveyor for Bergrivier Municipality	R	As per attached specifications		LEVEL	N/A

4. I confirm that I am duly authorized to sign this contract.
5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT**PIKETBERG**.....ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



BERGRIVIER MUNICIPALITY

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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? (attached copy of payment arrangements of arrears account)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

JULY 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “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.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

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3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must 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.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents

- 5.1 The supplier must not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

**and
information
inspection**

furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any

such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier must indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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**7. Performance
Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser

and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

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- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing

must be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

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12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.
- 16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment

of other obligations stipulated in the contract.

- 16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 17. Prices**
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

- 18. Variation Orders**
 - 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

- 19. Assignment**
 - 19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

- 20. Subcontracts**
 - 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.

- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.

 - 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an

emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser must, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) 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.
- 23.7 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 24. Antidumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 27.2 If, after thirty (30) days, the parties have failed to resolve their

dispute or difference by such mutual consultation, then either the purchaser or the supplier 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.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier must not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion must not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

- 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.

30. Applicable Law

- 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

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- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.

- 32. Taxes and Duties**
- 32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts**
- 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.
- 35. Prohibition of Restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with The public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractors(s) concerned.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a 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:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

FQ 8/2/61-2022 MN230-2022: APPOINTMENT OF A PROFESSIONAL REGISTERED LAND SURVEYOR FOR BERGRIVIER MUNICIPALITY

Written quotation and Description

in response to the invitation for the bid/written quotation/formal quotation made by:

BERGRIVIER MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder/Contractor)

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" must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

³ 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.

6 The contractor has arrived at the accompanying proposal independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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:

- a) Prices;
- b) geographical area where product or service will be rendered (market allocation);
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a proposal;
- e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
- f) propose with the intention not to win the bid/formal quotation/written quotation.

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 invitation relates.

9 The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Contractor



BERGRIVIER MUNICIPALITY

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/61-2022 (MN230/2022)

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

Non adherence to this checklist will invalidate your offer!

**Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed and signed all pages containing the details of bidder			
2. Valid and original tax clearance certificate attached to bid document or submitted the TCS PIN NUMBER Was the MAAA NR of CSD quoted on page 3			
3. Adhered to the pricing instructions (MBD 3.1)			
4. Completed and signed declaration of interest (MBD 4)			
5. Was all the Directors/Shareholders ID no's. quoted on MBD4			
6. Preference points claimed and signed declarations (MBD 6.1 where applicable)			
7. Signed MBD 7.1 where applicable.			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Prohibition of Restrictive Practices (MBD 9) be completed and signed			
1. A certified copy or original BBBEE certificate			
2. Latest municipal account of the bidder and its directors must be attached If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. Lease agreement/ AFFIDAVIT of no property.			
3. Bidder initialed all the pages at the footnote as required in the document.			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....
Signature

.....
Date



BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

.....
Position

.....
Name

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders Ref: 6/1/1 Tel: (022)913 6000

Fax: (022)913 1380

E-mail: saundersl@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde
Municipal Manager

04 October 2022



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35,0 million
	Small	50	17,0 million
	Micro	10	7,0 million
Mining and Quarrying	Medium	250	210,0 million
	Small	50	50,0 million
	Micro	10	15,0 million
Manufacturing	Medium	250	170,0 million
	Small	50	50,0 million
	Micro	10	10,0 million
Electricity, Gas and Water	Medium	250	180,0 million
	Small	50	60,0 million
	Micro	10	10,0 million
Construction	Medium	250	170,0 million
	Small	50	75,0 million
	Micro	10	10,0 million
Retail, motor trade and repair services	Medium	250	80,0 million
	Small	50	25,0 million
	Micro	10	7,5 million
Wholesale	Medium	250	220,0 million
	Small	50	80,0 million
	Micro	10	20,0 million
Catering, Accommodation and other Trade	Medium	250	40,0 million
	Small	50	15,0 million
	Micro	10	5,0 million
Transport, Storage and Communications	Medium	250	140,0 million
	Small	50	45,0 million
	Micro	10	7,5 million
Finance and Business Services	Medium	250	85,0 million
	Small	50	35,0 million
	Micro	10	7,5 million
Community, Social and Personal Services	Medium	250	70,0 million
	Small	50	22,0 million
	Micro	10	5,0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 28/09/2018

Initial 