



**BERGRIVIER MUNICIPALITY**

**TENDER NO: 8/3/39-2023 (MN206-2023)**

**ALIENATION (DISPOSAL) OF UN-SERVICED MUNICIPAL LAND IN PIKETBERG FOR  
INDUSTRIAL DEVELOPMENT**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT)</b>			
<b>DELIVERY PERIOD IN WORKING DAYS:</b>	..... Days		
<b>B-BBEE LEVEL</b>			
<b>MUNICIPAL AREA:</b>			
<b>PLEASE REFER TO PAGE 115 AND TICK AS APPROPRIATE: SMME</b>	<b>MICRO</b>	<b>SMALL</b>	<b>MEDIUM</b>

**OCTOBER 2023**

**PREPARED AND ISSUED BY:**

**Directorate: Finance:  
Supply Chain Management Unit  
Berggrivier Municipality,  
PO Box 60 Piketberg 7320  
Tel no.: (022) 913 6000**

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mr. Werner Wagener  
Manager Town Planning & Environmental  
Management**

**Tel (W): 022 913 6000  
Email: [wagenerw@bergmun.org.za](mailto:wagenerw@bergmun.org.za)**



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/39-2023 / MN206-2023: ALIENATION (DISPOSAL) OF UN-SERVICED MUNICIPAL LAND IN PIKETBERG FOR INDUSTRIAL DEVELOPMENT**

**TENDERS** are hereby invited for the alienation of all the un-serviced erven listed at property details, as one parcel of land, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/39-2023 / MN206-2023: Alienation (disposal) of un-serviced Municipal Land in Piketberg for Industrial Development**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 Friday, 24 November 2023**, when the bids will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Documents and specifications that contain the minimum requirements are available on Berggrivier Municipality's website ([www.bergmun.org.za](http://www.bergmun.org.za)) free of charge or on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or email: [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za) during office hours. All technical enquiries can be addressed to Mr. Werner Wagener at tel. no. (022) 913 6000 or e-mail: [wagenerw@bergmun.org.za](mailto:wagenerw@bergmun.org.za).

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

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE**. **The Bid price must be VAT inclusive.**

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/ 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.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN206-2023**

**20 October 2023**



## BERGRIVIER MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER:	<b>TENDER 8/3/39-2023 MN206-2023</b>					
TENDER TITLE:	<b>ALIENATION (DISPOSAL) OF UN-SERVICED MUNICIPAL LAND IN PIKETBERG FOR INDUSTRIAL DEVELOPMENT</b>					
CLOSING DATE:	<b>24 NOVEMBER 2023</b>	CLOSING TIME:	<b>12h00</b>			
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be <b>disqualified</b></i>						
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	<b>120 DAYS</b>	DAYS FROM THE CLOSING DATE OF BID.				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:					CELL PHONE NO:	
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
<b>PLEASE NOTE:</b>						
<ol style="list-style-type: none"> <li>1. Tenders that are deposited in the incorrect box will not be considered.</li> <li>2. Mailed, telegraphic or faxed tenders will not be accepted.</li> <li>3. If the bid is late, it will not be accepted for consideration.</li> <li>4. Bids may only be submitted on the Bid Documentation provided by the Municipality.</li> </ol>						
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS			
1. TECHNICAL ENQUIRIES	<b>Mr. Werner Wagener</b>	<b>022 913 6000</b>	<b>wagenerw@bergmun.org.za</b>			
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>Ms. Elorese Scholtz</b>	<b>022 913 6000</b>	<b>scholtze@bergmun.org.za</b>			



## BERGRIVIER MUNICIPALITY

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**BERGRIVIER MUNICIPALITY**

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



## BERGRIVIËR MUNICIPALITY

### 1. CHECKLIST

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

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>Tax Clearance Certificate -VALID</b> Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes	No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No	
<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	Yes	No	

*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.*

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**BERGRIVIER MUNICIPALITY**

**2. AUTHORITY TO SIGN A BID**

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

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

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

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

**2. COMPANIES AND CLOSE CORPORATIONS**

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a <b>CERTIFIED COPY</b> of the resolution attached?	<b>YES</b>		<b>NO</b>	
--	------------	--	-----------	--

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



**BERGRIVIER MUNICIPALITY**

**3. PARTNERSHIP**

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

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

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

**4. CONSORTIUM**

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

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

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





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### 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_

\_\_\_\_\_  
authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

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



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### 4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

#### 1. DEFINITIONS

The following terms shall 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 supplies are so delivered and a valid receipt is obtained.
- 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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 supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten 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, 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 supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 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 shall conform to the standards mentioned in the bidding documents and specifications.

### 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information 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 shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall 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 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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- 5.4. The supplier shall 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 shall 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.

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall 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 shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. 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
- 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 shall be carried out, the purchaser shall 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 shall 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 shall be defrayed by the supplier.
- 8.6. Supplies 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.



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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, 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 shall 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 shall 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 shall 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 shall 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 and weights shall 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 shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

### 11. Insurance

The goods supplied under the contract shall 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.

### 12. Transportation

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

### 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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 shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. 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, shall be agreed upon in advance by the parties and shall 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:



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

### 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 shall 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 shall 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 in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC 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 shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

### 17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall 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

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

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.





**20. Subcontracts**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall 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 shall 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 shall 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 shall 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 shall 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 supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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**

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 shall, 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:
  - 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment 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 shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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



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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 purchase 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:
  - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.

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

- 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.

### 24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 shall 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 shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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 shall make every effort to resolve amicably such dispute or difference by mutual consultation.





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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,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due 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;
- 28.1.1. the supplier shall 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 shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

### 29. Governing language

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

### 30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### 31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall 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 shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

- 32.1. A foreign supplier shall 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 shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall 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 shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.



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### 34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall 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 shall be in writing, shall 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 of 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 contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



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### 5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**TENDER NUMBER: 8/3/39-2023 MN206-2023**” clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

#### PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
  - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
- 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
  - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
- 7 This bid will be evaluated and adjudicated according to the following criteria:

Reference No:	T	8/3/39-2023 MN206-2023	Initials .....	Page 19 of 115
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- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

**8 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

**9 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as 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](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. Elorese Scholtz

<p><b>Centralized Supplier Database (CSD) No. MAAA.....</b></p>
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**BERGRIVIER MUNICIPALITY**

**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue 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 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 or CSD Registration number

3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://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.



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**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID 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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



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

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

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

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

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

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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





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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

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

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.  
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			

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

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



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**8. MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCL)**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.



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2.2 If yes, provide particulars.

.....  
.....  
.....  
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....



**BERGRIVIER MUNICIPALITY**

---

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

**MBD 5**

.....  
Position

.....  
Name of Bidder





### BERGRIVIER MUNICIPALITY

**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES "Insert 80/20 or 90/10"**

**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, 2022.**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as well as a summary for preference points claimed for attainment of other specified goals

The Constitution of the Republic of South Africa, 1996, provides in sections 152(1)(c) and 152(2) that local government must promote social and economic development and that the municipality must strive within its financial and administrative capacity, to achieve the objects set out in subsection 152(1).

The Constitution provides in section 217 that an organ of state must contract for goods or services in accordance with a procurement system which is fair, equitable, transparent, competitive, and cost effective and to implement a policy to grant preferences within a framework prescribed by National Legislation.

The Broad-Based Black Economic Empowerment Act, 2003 requires: " (1) Every organ of state and public entity must apply any relevant code of good practice issued in terms of this Act in (b) developing and implementing a preferential procurement policy

The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)-[PPPFA] was promulgated by the Minister in response to the Constitutional provision and allow for a Municipality to develop a preferential procurement policy and to implement such policy within the PPPFA framework.

Section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act, 2000 refers to specific goals which may include:

- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) implementing the programmes of the Reconstruction and Development Programme (RDP) as published in *Government Gazette* 16085 dated 23 November 1994.

The RDP (1994), as basis for development in South Africa, was meant to provide a holistic, integrated, coherent socio-economic policy that is aimed at mobilizing people and resources to work towards the upliftment of the material and social conditions of local communities to build sustainable livelihoods for these communities.

In terms of Section 2 (1)(d)(ii), the following activities may be regarded as a contribution towards achieving the goals of the RDP, in addition to the awarding of preference points in favour of HDIs (published in *Government Gazette* No. 16085 dated 23 November 1994):

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption;
- (v) The promotion of enterprises located in a specific province for work to be done or services



## BERGRIVIER MUNICIPALITY

- 
- (vi) to be rendered in that province;
  - (vi) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
  - (vii) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area;
  - (viii) The promotion of enterprises located in rural areas;
  - (ix) The empowerment of the work force by standardizing the level of skill and knowledge of workers;
  - (x) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
  - (xi) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.
- 

### 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; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified below.

1.3.1 The points for this bid are allocated as follows:

<b>POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000</b>			
		POINTS	For office use
<b>PRICE</b>		80	
<b>SPECIFIC PARTICIPATION GOALS</b>			
Bergrivier Jurisdiction		5	
West Coast jurisdiction		3	
Western Cape Province		2	
<b>BBBEE SCORE CARD</b>			
BBBEE points divided by 2 (For example level 1 equals 20 points divided by 2 gives you 10 points)		10	
	<b>TOTAL</b>	100	



## BERGRIVIER MUNICIPALITY

POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000		
	POINTS	For office use
<b>PRICE</b>	90	
<b>SPECIFIC PARTICIPATION GOALS</b>		
Bergrivier Jurisdiction	3	
West Coast jurisdiction	1	
Western Cape Province	1	
<b>BBBEE SCORE CARD</b>		
BBBEE points divided by 2 (For example level 1 equals 20 points divided by 2 gives you 10 points)	5	
<b>TOTAL</b>	<b>100</b>	

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 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.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if your are a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **Please complete your CSD registration number: MAAA.....**

## 2. GENERAL DEFINITIONS

In this application, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

**"Acceptable Tender"** mean any tender which, in all respects, complies with the specification and conditions of tender as set out in tender document

**"Black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9 (1) of the BBBEEA.

**"Black people"** has the meaning assigned to it in section 1 of the BBBEEA.

**"Designated group"** means black designated groups, black people, women, people with disabilities; or small enterprises which are enterprises, owned, managed, and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

**"Disability"** means in respect of a person, a permanent means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

**"EME"** means



## BERGRIVIER MUNICIPALITY

(1) exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the BBEEA.

(2) an entity with an annual turnover less than R10 000 00.000 (ten million Rand)

**“Historically disadvantaged individual (HDI)” means a South African citizen –**

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983); and / or

(2) who is a female; and / or

(3) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

**“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

**“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

**“Locality”** means the local suppliers and/or service providers that reside within the Municipal area and within the district boundaries.

**“Large Enterprises”** is a company with an annual turnover in excess of R50 million.

**“Market Analysis”** means a technique used to identify market characteristics for specific goods or services

**“National Treasury”** has the meaning assigned to it in section 1 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

**“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

**“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorized body or person

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

**“Qualifying Small Enterprise (QSE)”** is a company with a turnover between R10 million and R50 million

**“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

**“Region”** means the district and/or West Coast District Municipality.

**“Rural area”** means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

**“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as

published in Government Gazette No. 16085 dated 23 November 1994;

**“SMME”** means small, medium and micro enterprises namely Exempted Micro Enterprises and Qualifying Small Enterprises

**“Tender”** means a written offer in the form determined by a Municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

**“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts,

excluding direct sales and disposal of assets through public auctions;

**“The Act”** means the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000).

**“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008





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(Act No. 54 of 2008).

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

#### 3.5 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20** or **90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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

#### 3.6 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20** or **90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid



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### 4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.6 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

ABOVE WILL BE DIVIDED BY TWO = BBBEE POINTS.

### 5. BID DECLARATION

5.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

### 6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm : .....

6.2 VAT registration number : .....

6.3 Company registration number : .....

### 6.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited



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[TICK APPLICABLE BOX]

### 6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

### 6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

### 6.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

### 6.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

### 6.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	



## BERGRIVIER MUNICIPALITY

\*Indicate YES or NO

6.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--



**BERGRIVIER MUNICIPALITY**

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

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. CERTIFICATION**

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

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

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



**BERGRIVIER MUNICIPALITY**

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

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**BERGRIVIER MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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





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

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

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

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

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

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

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

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

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

<b>Signature</b>	<b>Position</b>	<b>Date</b>



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**13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Bergrivier Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## BERGRIVIER MUNICIPALITY

### 14. FORM OF INDEMNITY

#### INDEMNITY

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_ a  
company incorporated with limited liability according to the Company Laws of the Republic of South  
Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorized hereto by a resolution dated \_\_\_\_\_ /20\_\_\_, to  
sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold  
harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the  
Municipality by reason of or in any way arising out of or caused by operations that may be carried out  
by the Contractor in connection with the aforementioned contract; and also in respect of all claims that  
may be made against the Municipality in consequence of such operations, by reason of or in any way  
arising out of any accidents or damage to life or property or any other cause whatsoever; and also in  
respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or  
settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**PART B – SPECIFICATIONS AND  
PRICING DATA**

## BERGRIVIER MUNICIPALITY

TENDER NO. ---/---/--- - 2023

### ALIENATION (DISPOSAL) OF UN-SERVICED MUNICIPAL LAND IN PIKETBERG FOR INDUSTRIAL DEVELOPMENT

#### 1. OBJECTIVE

It is the objective of Bergrivier Municipality to alienate (dispose) of all the un-serviced erven listed at PROPERTY DETAILS below as one parcel (hereafter referred to as "the property") to a land developer.

The property is currently vacant and has a zoning of Industrial Zone 2 (Primary use: Industry) and (Transport Zone II – Aloe Street Road Reserve). The property is made available for industrial development (Industrial Zone 2 (IZII) of Bergrivier Municipality: Integrated Zoning Scheme By-Law) to expand the industrial area.

#### 2. LOCATION

The property is located East of the N7 and North of existing industrial development within the urban edge of Piketberg town (**locality plan hereby attached**).

#### 3. PROPERTY DETAILS

Un-serviced industrial erven:	Zoning	Extent m <sup>2</sup>
(a) Remainder Erf 4474 Piketberg	(Industrial Zone II)	6 675
(b) Remainder Erf 4489 Piketberg	(Industrial Zone II)	43 911
(c) Erf 4491 Piketberg	(Industrial Zone II)	25 001
(d) Erf 4546 Piketberg	(Industrial Zone II)	43 939
(e) Erf 4547 Piketberg	(Industrial Zone II)	20 150
(f) Erf 4548 Piketberg	(Industrial Zone II)	6 673
(g) Erf 4549 Piketberg	(Industrial Zone II)	6 673
(h) Erf 4550 Piketberg	(Industrial Zone II)	6 673
(i) Erf 4551 Piketberg	(Industrial Zone II)	6 673
(j) Erf 4552 Piketberg	(Industrial Zone II)	6 673
<b>together with road reserve (without road or engineering serves constructed)</b>		
(k) Erf 4473 Piketberg	(Transport Zone II – Aloe Street Road Reserve)	7 280
(l) Erf 4490 Piketberg	(Transport Zone II – Aloe Street Road Reserve)	12 799
<b>TOTAL (10 000m<sup>2</sup> = 1ha)</b>		<b>193 120</b>

The following documents are hereby attached:

- **SG Diagrams** of the erven,
- copy of **Amended Environmental Authorization (EA)** granted on 4 October 2022, as well as
- the **design of Aloe Street** (Erven 4473 and 4490 Piketberg), **including civil engineering services**, (The cost of municipal services required for the industrial development will be for the account of the successful tenderer (land developer) and should be installed and/or upgraded to the satisfaction of the Municipality's Director Technical Services as negotiated and agreed between the successful tenderer (land developer) and the Municipality's Directorate Technical Services by means of a Service Level Agreement (SLA). A design for

construction of Aloe Street (road reserve, Erven 4473 and 4490 Piketberg) and civil engineering services can be made available to the successful tenderer.)

#### **4. RESERVE PRICE**

The reserve price for the property is **R 11 111 500 (VAT inclusive)**. The purchaser will be responsible for paying the transfer costs. Bergvriër Municipality will be responsible for pointing out survey beacons of the property to the successful tenderer and the replacement of any missing beacons.

#### **5. PERIOD / DUREATION**

Construction of services must take place within 3 years from date of transfer registration in the Deeds Office. If aforementioned do not take place within 3 years from date of transfer the land will be taxed as if a structure equal to the Municipal value of the land on 1 July 2023 has been constructed.

**REFERENCE:** 16/3/3/5/F1/11/2044/22  
**NEAS REFERENCE:** WCP/EIA/AMEND/0000661/2022  
**DATE OF ISSUE:** 04 October 2022

The Municipal Manager  
Bergvliet Municipality  
P.O. Box 60  
PIKETBERG  
7320

**Attention: Mr. Jaco Breunissen**

E-mail: [BreunissenJ@bergmun.org.za](mailto:BreunissenJ@bergmun.org.za)

Dear Sir

**APPLICATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014 (AS AMENDED) FOR THE PART 1 AMENDMENT TO THE ENVIRONMENTAL AUTHORISATION ISSUED ON 17 MAY 2018 (REFERENCE NO.: 16/3/3/1/F1/11/2051/17): PROPOSED EXPANSION OF THE PIKETBERG INDUSTRIAL AREA ON REMAINDER OF FARM GROOTE FONTEIN NO. 241, PIKETBERG.**

1. With reference to the above application, the competent authority hereby notifies you of its decision to **grant** the amended Environmental Authorisation, attached herewith, together with the reasons for the decision.
2. In terms of Regulation 4 of the Environmental Impact Assessment Regulations, 2014 (as amended), you are instructed to ensure, within 14 days of the date of the amended Environmental Authorisation, that all registered interested and affected parties ("I&APs") are provided with access to and reasons for the decision, and that all registered I&APs are notified of their right to appeal.
3. Your attention is drawn to Chapter 2 of the National Appeal Regulations, 2014 (as amended), which prescribes the appeal procedure to be followed. This procedure is summarised in the attached amended Environmental Authorisation.

Yours faithfully

Zaahir  
Toefy

Digitally signed by Zaahir Toefy  
Date: 2022.10.04 08:06:16 +0200

**MR. ZAAHIR TOEFY**  
**DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)**  
**DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

CC: (1) Mr. Nicolaas Hanekom (Enviro-EAP (Pty) Ltd.)  
(2) Ms. Angila Joubert (Bergvliet Municipality)

E-mail: [nicolaas@enviro-eap.co.za](mailto:nicolaas@enviro-eap.co.za)  
E-mail: [JoubertA@bergmun.org.za](mailto:JoubertA@bergmun.org.za)





**REFERENCE:** 16/3/3/5/F1/11/2044/22  
**NEAS REFERENCE:** WCP/EIA/AMEND/0000661/2022  
**DATE OF ISSUE:** 04 October 2022

## AMENDED ENVIRONMENTAL AUTHORISATION

**APPLICATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) ("NEMA") AND THE ENVIRONMENTAL IMPACT ASSESSMENT ("EIA") REGULATIONS, 2014 (AS AMENDED) FOR THE AMENDMENT OF THE ENVIRONMENTAL AUTHORISATION ISSUED ON 17 MAY 2018 (REFERENCE NO.: 16/3/3/1/F1/11/2051/17): PROPOSED EXPANSION OF THE PIKETBERG INDUSTRIAL AREA ON REMAINDER OF FARM GROOTE FONTEIN NO. 241, PIKETBERG.**

With reference to your application for the abovementioned, find below the amendment to the Environmental Authorisation (hereinafter referred to as an "Environmental Authorisation") with respect to this application.

## ADDENDUM TO ENVIRONMENTAL AUTHORISATION

### A. DECISION

By virtue of the powers conferred on it by the NEMA and the EIA Regulations, 2014 (as amended), the competent authority herewith grants the amendment of the Environmental Authorisation issued on 17 May 2018 (Reference No.: 16/3/3/1/F1/11/2051/17).

#### 1. The Activity Description under Section B of the Environmental Authorisation issued on 17 May 2018 reads as follows:

*"The proposed project entails the establishment of an industrial development on the Remainder of Farm Groote Fontein No. 241, Piketberg.*

*Two sites with a combined footprint of approximately 19.99ha will be developed for industrial purposes. The two sites will be subdivided into varying erf sizes. A new access road of approximately 850m long and 12m wide will provide access to the site.*

*The non-perennial drainage line that drains through the site to the east will not be impacted on and a buffer of 32m will be established around the drainage line. A wet area along the south western most boundary will also not be impacted on and is excluded from the proposed development.*

*The R365 will be the main access road to the proposed industrial development. The current fence will be upgraded to a security fence to provide for adequate security.*

*Electricity supply is available on site and the proposed industrial businesses will link up with the existing network and infrastructure. The water supply network runs adjacent to the two sites and the proposed development will tap into the existing water network and infrastructure. Sewage and foul effluent will feed directly into the Waste Water Treatment*



Works ("WWTW") that is situated north of the proposed site. Solid waste will be collected and removed by the Bergrivier Municipality".

**This is herewith replaced with the following:**

The proposed project entails the establishment of an industrial development on the Remainder of Farm Groote Fontein No. 241, Piketberg.

Two sites with a combined footprint of approximately 19.99ha will be developed for industrial purposes. The two sites will be subdivided into varying erf sizes. A new access road of approximately 70m long and 12m wide will provide access to the site.

The non-perennial drainage line that drains through the site to the east will not be impacted on and a buffer of 32m will be established around the drainage line. A wet area along the south western most boundary will also not be impacted on and is excluded from the proposed development.

The R365 will be the main access road to the proposed industrial development. The current fence will be upgraded to a security fence to provide for adequate security.

Electricity supply is available on site and the proposed industrial businesses will link up with the existing network and infrastructure. The water supply network runs adjacent to the two sites and the proposed development will tap into the existing water network and infrastructure. Sewage and foul effluent will feed directly into the Waste Water Treatment Works ("WWTW") that is situated north of the proposed site. Solid waste will be collected and removed by the Bergrivier Municipality.

**2. The co-ordinates of the new access road under Section C of the Environmental Authorisation issued on 17 May 2018 read as follows:**

**"Proposed new access road**

Starting point:

Latitude: 32° 54' 13.00" S

Longitude: 18° 46' 22.60" E

Middle point:

Latitude: 32° 54' 01.11" S

Longitude: 18° 46' 30.62" E

End point:

Latitude: 32° 54' 12.63" S

Longitude: 18° 46' 34.39" E"

**This is herewith replaced with the following:**

Starting point:

Latitude: 32° 54' 31.55" S

Longitude: 18° 46' 12.29" E

Middle point:

Latitude: 32° 54' 30.38" S

Longitude: 18° 46' 12.14" E

End point:

Latitude: 32° 54' 29.35" S

Longitude: 18° 46' 11.82" E

**B. REASONS FOR THE DECISION:**

In reaching its decision, the competent authority took, *inter alia*, the following into consideration:

- (a) The information contained in the application form received by the competent authority via electronic mail correspondence on 16 September 2022 and the additional information received by the competent authority via electronic mail correspondence on 30 September 2022.
- (b) The application is for a non-substantive amendment to the Environmental Authorisation and will not change the scope of the Environmental Authorisation issued on 17 May 2018.
- (c) No additional impacts are anticipated due to the proposed amendment. This can be justified as follows:
  - i. The proposed amendment will not result in a change in the nature of the impacts nor an increase in the nature of the impacts.
  - ii. The access road of 850m long and 12 wide will no longer be constructed.
  - iii. The existing road servitude which is incorrectly aligned across Erf No. 957 will be realigned from the R365 inside the road reserve directly to the Piketberg industrial area.
  - iv. The impacts of the new access road on the non-perennial river will be significantly less since the river is channelised and in a poor ecological state at the new crossing. The authorised crossing is wider and the river is not channelised and in a better ecological state. The proposed amendment will therefore result in less ecological impacts.
- (d) The amendment is administrative in nature and no impacts are associated with the application for amendment.
- (e) The environment and the rights and interests of interested and affected parties ("I&APs") are not likely to be affected.
- (f) The conditions contained in the Environmental Authorisation issued on 17 May 2018 still remain unchanged and in force.

**C. CONDITION:**

1. The holder must in writing, within 14 (fourteen) calendar days of the date of this decision–
  - 1.1 notify all registered I&APs of –
    - 1.1.1 the outcome of the application;
    - 1.1.2 the reasons for the decision as included in Section B;
    - 1.1.3 the date of the decision; and
    - 1.1.4 the date when the decision was issued.

- 1.2 draw the attention of all registered I&APs to the fact that an appeal may be lodged against the decision in terms of the National Appeal Regulations, 2014 (as amended) detailed in Section D below;
- 1.3 draw the attention of all registered I&APs to the manner in which they may access the decision;
- 1.4 provide the registered I&APs with:
  - 1.4.1 the name of the holder (entity) of this Environmental Authorisation;
  - 1.4.2 name of the responsible person for this Environmental Authorisation;
  - 1.4.3 postal address of the holder;
  - 1.4.4 telephonic and fax details of the holder;
  - 1.4.5 e-mail address, if any, of the holder; and
  - 1.4.6 the contact details (postal and/or physical address, contact number, facsimile and e-mail address) of the decision-maker and all registered Interested and Affected Parties in the event that an appeal is lodged in terms of the National Appeal Regulations, 2014 (as amended).

#### **D. APPEALS:**

1. Appeals must comply with the provisions contained in the National Appeal Regulations, 2014 (as amended).

An appellant must –

- 1.1 Submit an appeal in accordance with Regulation 4 to the appeal administrator, within 20 (twenty) calendar days from the date the applicant notified registered I&APs of this decision;
- 1.2 If the appellant is the applicant, provide any registered I&AP, any Organ of State and the decision-maker with a copy of the appeal lodged with the appeal administrator;
- 1.3 If the appellant is a person other than the applicant, provide the applicant, any registered I&AP, any Organ of State and the decision-maker with a copy of the appeal lodged with the appeal administrator;
- 1.4 The applicant (if not the appellant), the decision-maker, I&APs and Organs of State must submit their responding statement, if any, to the appeal authority and the appellant within 20 days from the date of receipt of the appeal submission.
- 1.5 The appeal form/s must be submitted by means of one of the following methods:

By post:            Attention: Mr. Marius Venter  
 Western Cape Ministry of Local Government, Environmental Affairs  
 and Development Planning  
 Private Bag X9186  
 CAPE TOWN  
 8000

By facsimile:    (021) 483 4174; or

By hand: Attention: Mr. Marius Venter (Tel: 021 483 3721), Room 809  
8<sup>th</sup> Floor Utilitas Building, 1 Dorp Street, Cape Town, 8001

By e-mail: [DEADP.Appeals@westerncape.gov.za](mailto:DEADP.Appeals@westerncape.gov.za)

- 1.6 An electronic copy (word document format) of the appeal and supporting documents must also be submitted.
- 1.7 A prescribed appeal form, as well as assistance regarding the appeal processes is obtainable from the office of the appeal authority at: Tel. (021) 483 3721, E-mail [DEADP.Appeals@westerncape.gov.za](mailto:DEADP.Appeals@westerncape.gov.za) or URL <http://www.westerncape.gov.za/eadp>.

## E. DISCLAIMER

The Western Cape Government, the Local Authority, committees or any other public authority or organisation appointed in terms of the conditions of this Amended Environmental Authorisation shall not be responsible for any damages or losses suffered by the holder, developer or his/her successor in any instance where construction or operation subsequent to construction is temporarily or permanently stopped for reasons of non-compliance with the conditions as set out herein or any other subsequent document or legal action emanating from this decision.

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

Yours faithfully

**Zaahir  
Toefy**

Digitally signed by  
Zaahir Toefy  
Date: 2022.10.04  
08:15:10 +02'00'

**MR. ZAAHIR TOEFY  
DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)  
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

**DATE OF DECISION: 04 OCTOBER 2022**

CC: (1) Mr. Nicolaas Hanekom (Enviro-EAP (Pty) Ltd.)  
(2) Ms. Angila Joubert (Bergrivier Municipality)

E-mail: [nicolaas@enviro-eap.co.za](mailto:nicolaas@enviro-eap.co.za)  
E-mail: [JoubertA@beramun.org.za](mailto:JoubertA@beramun.org.za)





ONTVANG REKORDBEHEER

24 MAY 2018

RECEIVED RECORDS CONTROL

**REFERENCE:** 16/3/3/1/F1/11/2051/17  
**ENQUIRIES:** RONDINE ISAACS  
**DATE:** 2018-05-17

The Municipal Manager  
Bergrivier Municipality  
PO Box 60  
PIKETBERG  
7321

**SCANNED**  
DOC. ID. ...35.873...

Leër Farm No. 241 PB
Affandel
Best. Bepl. en Ontw.
Kennisname
Dir. Korp. dienste
(Per epos
ontvang 17-05-2018)
Tel: (022) 913 6000
Fax: (022) 913 1406

**Attention: Mr Werner Wagener**

Dear Sir

**APPLICATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) ("NEMA") AND THE ENVIRONMENTAL IMPACT ASSESSMENT ("EIA") REGULATIONS, 2014:**

**PROPOSED EXPANSION OF THE PIKETBERG INDUSTRIAL AREA ON REMAINDER OF FARM GROOTE FONTEIN NO. 241, PIKETBERG**

1. With reference to the above application, the competent authority hereby notifies you of its decision to **grant** Environmental Authorisation, attached herewith, together with the reasons for the decision.
2. In terms of Regulation 4 of the EIA Regulations, 2014, you are instructed to ensure, within 14 days of the date of the Environmental Authorisation, that all registered Interested and Affected Parties are provided with access to and reasons for the decision, and that all registered Interested and Affected Parties are notified of their right to appeal.
3. Your attention is drawn to Chapter 2 of the Appeal Regulations, 2014, which prescribes the procedure to be followed in the event of appeals being lodged. This procedure is summarized in the attached Environmental Authorisation.

Yours faithfully

**DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)**  
**DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

Copied to: (1) Mr Sean Ranger (Cederberg Conservation Services)

Fax: (086) 655 8060



**REFERENCE:** 16/3/3/1/F1/11/2051/17  
**ENQUIRIES:** RONDINE ISAACS  
**DATE OF ISSUE:** 2018 -05- 17

The Municipal Manager  
Bergrivier Municipality  
PO Box 60  
PIKETBERG  
7321

**Attention: Mr Werner Wagener**

Tel.: (022) 913 6000  
Fax: (022) 913 1406

Dear Sir

**APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) ("NEMA") AND THE ENVIRONMENTAL IMPACT ASSESSMENT ("EIA") REGULATIONS, 2014:**

**PROPOSED EXPANSION OF THE PIKETBERG INDUSTRIAL AREA ON REMAINDER OF FARM GROOTE FONTEIN NO. 241, PIKETBERG**

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

#### **ENVIRONMENTAL AUTHORISATION**

#### **DECISION**

By virtue of the powers conferred on it by the NEMA and the EIA Regulations, 2014, the competent authority herewith grants Environmental Authorisation to the applicant to undertake the list of activities specified in Section B below as included in the Basic Assessment Report ("BAR") dated 13 February 2018.

The granting of this Environmental Authorisation (hereinafter referred to as the "Environmental Authorisation") is subject to compliance with the conditions set out in Section E below.

**A. DETAILS OF THE HOLDER OF THIS ENVIRONMENTAL AUTHORISATION**

Bergrivier Municipality  
c/o Mr Werner Wagener  
PO Box 60  
PIKETBERG  
7321  
Tel.: (022) 913 6000  
Fax: (022) 913 1406

The abovementioned applicant is the holder of this Environmental Authorisation and is hereinafter referred to as "the holder".

**B. LIST OF ACTIVITIES AUTHORISED**

Government Notice No. R. 983 of 4 December 2014 –

<b>Listed Activity</b>	<b>Activity/Project Description</b>
<p><b>Activity 19:</b> <i>"The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from a watercourse;</i></p> <p><i>but excluding where such infilling, depositing, dredging, excavation, removal or moving -</i></p> <ul style="list-style-type: none"><li><i>(a) will occur behind a development setback;</i></li><li><i>(b) is for maintenance purposes undertaken in accordance with a maintenance management plan;</i></li><li><i>(c) falls within the ambit of activity 21 in this Notice, in which case that activity applies;</i></li><li><i>(d) occurs within existing ports or harbours that will not increase the development footprint of the port or harbour; or</i></li><li><i>(e) where such development is related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies".</i></li></ul>	<p>The new access road will cross an existing drainage line and infilling and/or depositing of material into the watercourse will be undertaken.</p>
<p><b>Activity 28:</b> <i>"Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or afforestation on or after 01 April 1998 and where such development:</i></p> <ul style="list-style-type: none"><li><i>(i) will occur inside an urban area, where the total land to be developed is bigger than 5 hectares; or</i></li></ul>	<p>The property is currently zoned Agriculture 1 and used for agriculture. The total land to be developed is bigger than 5ha.</p>

<p>(ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare;</p> <p>excluding where such land has already been developed for residential, mixed, retail, commercial, industrial or institutional purposes".</p>	
---	--

Government Notice No. R. 985 of 4 December 2014 –

<p><b>Activity 18:</b>          "The widening of a road by more than 4 metres, or the lengthening of a road by more than 1 kilometre.</p> <p>i. Western Cape</p> <p>i. Areas zoned for use as public open space or equivalent zoning;</p> <p>ii. All areas outside urban areas:</p> <p style="padding-left: 20px;">(aa) Areas containing indigenous vegetation;</p> <p style="padding-left: 20px;">(bb) Areas on the estuary side of the development setback line or in an estuarine functional zone where no such setback line has been determined; or</p> <p>iii. Inside urban areas:</p> <p style="padding-left: 20px;">(aa) Areas zoned for conservation use; or</p> <p style="padding-left: 20px;">(bb) Areas designated for conservation use in Spatial Development Frameworks adopted by the competent authority".</p>	<p>A new access road with a width wider than 4m will be constructed outside an urban area containing indigenous vegetation.</p>
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The abovementioned list is hereinafter referred to as "the listed activities".

The holder is herein authorised to undertake the following related to the listed activities:

The proposed project entails the establishment of an industrial development on the Remainder of Farm Groote Fontein No. 241, Piketberg.

Two sites with a combined footprint of approximately 19.99ha will be developed for industrial purposes. The two sites will be subdivided into varying erf sizes. A new access road of approximately 850m long and 12m wide will provide access to the site.

The non-perennial drainage line that drains through the site to the east will not be impacted on and a buffer of 32m will be established around the drainage line. A wet area along the south western most boundary will also not be impacted on and is excluded from the proposed development.



The R365 will be the main access road to the proposed industrial development. The current fence will be upgraded to a security fence to provide for adequate security.

Electricity supply is available on site and the proposed industrial businesses will link up with the existing network and infrastructure. The water supply network runs adjacent to the two sites and the proposed development will tap into the existing water network and infrastructure. Sewage and foul effluent will feed directly into the Waste Water Treatment Works ("WWTW") that is situated north of the proposed site. Solid waste will be collected and removed by the Bergvliet Municipality.

### **C. LOCATION AND SITE DESCRIPTION**

The listed activities will take place on the Remainder of Farm Groote Fontein No. 241, Piketberg.

The site is situated adjacent to the existing industrial area in Piketberg. The site is located east of the N7 National Road, north of the R44 and west of the R365. To the north of the site is the WWTW and an existing industrial area is located to the south. To the east is a railway line.

The SG 21-digit code is: C05800000000024100000

Co-ordinates:

Latitude: 32° 54' 04.97" S

Longitude: 18° 46' 15.88" E

#### **Proposed new access road**

Starting point:

Latitude: 32° 54' 13.00" S

Longitude: 18° 46' 22.60" E

Middle point:

Latitude: 32° 54' 01.11" S

Longitude: 18° 46' 30.62" E

End point:

Latitude: 32° 54' 12.63" S

Longitude: 18° 46' 34.39" E

Refer to Annexure 1: Locality Plan and Annexure 2: Site Plan.

hereinafter referred to as "the site".

### **D. DETAILS OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER ("EAP")**

Footprint Environmental Services  
c/o Mr Sean Ranger  
3 Laborie Street  
Courtrai  
PAARL SOUTH

7646  
Cell: 083 294 8776  
Fax: (086) 655 8060

## **E. CONDITIONS OF AUTHORISATION**

### **Scope of authorisation**

1. The holder is authorised to undertake the listed activities specified in Section B above in accordance with and restricted to the preferred alternative, described in the BAR dated 13 February 2018 on the site as described in Section C above.
2. Authorisation of the activities is subject to compliance with the conditions set out in this Environmental Authorisation. The holder must ensure compliance with the conditions by any person acting on his/her behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.
3. The holder must commence with, and conclude, the listed activities within the stipulated validity period which this Environmental Authorisation is granted for, or this Environmental Authorisation shall lapse and a new application for Environmental Authorisation must be submitted to the competent authority. This Environmental Authorisation is granted for–
  - (a) A period of ten (10) years, from the date of issue, during which period the holder must commence with the authorised listed activities; and
  - (b) A period of twenty (20) years, from the date the holder commenced with an authorised listed activity, during which period the authorised listed activities for the construction phase, must be concluded.
4. The activities that have been authorised may only be carried out at the site described in Section C above in terms of the approved "Environmental Management Programme" ("EMPr").
5. Any changes to, or deviations from the scope of the description set out in Section B and Condition 2 above must be accepted or approved, in writing, by the competent authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the competent authority may request such information to evaluate the significance and impacts of such changes or deviations, and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.

### **Notification of authorisation and right to appeal**

6. The holder of the authorisation must in writing, within 14 (fourteen) calendar days of the date of this decision –
  - 6.1 notify all registered Interested and Affected Parties of –
    - 6.1.1 the outcome of the application;
    - 6.1.2 the reasons for the decision;

- 6.1.3 the date of the decision; and
- 6.1.4 the date of issue of the decision;
- 6.2 draw the attention of all registered Interested and Affected Parties to the fact that an appeal may be lodged against the decision in terms of the National Appeals Regulation, 2014;
- 6.3 draw the attention of all registered Interested and Affected Parties to the manner in which they may access the decision; and
- 6.4 provide the registered Interested and Affected Parties with:
  - 6.4.1 the name of the holder (entity) of this Environmental Authorisation,
  - 6.4.2 name of the responsible person for this Environmental Authorisation,
  - 6.4.3 postal address of the holder,
  - 6.4.4 telephonic and fax details of the holder,
  - 6.4.5 e-mail address, if any;
  - 6.4.6 the contact details (postal and/or physical address, contact number, facsimile and e-mail address) of the decision-maker and all registered Interested and Affected Parties in the event that an appeal is lodged in terms of the National Appeals Regulations 2014.

#### **Commencement**

- 7. The listed activities, including site preparation, must not commence within 20 (twenty) calendar days from the date the applicant notified the registered Interested and Affected Parties of this decision.
- 8. In the event that an appeal is lodged with the Appeal Administrator, the effect of this Environmental Authorisation is suspended until such time as the appeal is decided. In the instance where an appeal is lodged the holder may not commence with the activities, including site preparation, until such time as the appeal has been finalised and the holder is authorised to do so.

#### **Written notice to the competent authority**

- 9. Seven calendar days' notice, in writing, must be given to the competent authority before commencement of construction activities. Commencement for the purpose of this condition includes site preparation.
  - 9.1 The notice must make clear reference to the site details and EIA Reference number given above.
  - 9.2 The notice must also include proof of compliance with the following conditions described herein:  
Conditions: 6, 7, 14 and 21.

#### **Management of activity**

- 10. The draft EMPr submitted as part of the application for Environmental Authorisation is hereby approved and must be implemented.
- 11. An application for amendment to the EMPr must be submitted to the competent authority in terms of Chapter 5 of the EIA Regulations, 2014 if any

amendments are to be made to the outcomes of the EMPr, and these may only be implemented once the amended EMPr has been authorised by the competent authority.

12. The EMPr must be included in all contract documentation for all phases of implementation.
13. A copy of the Environmental Authorisation and the EMPr must be kept at the site where the listed activities will be undertaken. Access to the site referred to in Section C above must be granted and, the Environmental Authorisation and EMPr must be produced to any authorised official representing the competent authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein. The Environmental Authorisation and EMPr must also be made available for inspection by any employee or agent of the applicant who works or undertakes work at the site.

### **Monitoring**

14. The holder must appoint a suitably experienced Environment Control Officer ("ECO"), for the duration of the construction and rehabilitation phases of implementation.

The ECO must—

- 14.1 be appointed prior to commencement of any land clearing or construction activities commencing;
- 14.2 ensure compliance with the EMPr and the conditions contained herein;
- 14.3 keep record of all activities on site; problems identified; transgressions noted and a task schedule of tasks undertaken by the ECO;
- 14.4 remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed.

### **Environmental audit reports**

15. The holder must, for the period during which the Environmental Authorisation and EMPr remain valid—
  - 15.1 ensure that the compliance with the conditions of the Environmental Authorisation and the EMPr is audited; and
  - 15.2 submit at least two environmental audit reports to the relevant competent authority. The holder must submit the first audit report six months after commencement of the construction phase and the last audit report six months after completion of the construction period.

16. The environmental audit report must be prepared by an independent person and must address the objectives and contain all the information set out in Appendix 7 of the EIA Regulations, 2014.

In addition to the above, the environmental audit report, must -

- 16.1 provide verifiable findings, in a structured and systematic manner, on—
  - (a) the level of compliance with the conditions of the Environmental Authorisation and the EMPr and whether this is sufficient or not; and

- (b) the extent to which the avoidance, management and mitigation measures provided for in the EMPr achieve the objectives and outcomes of the EMPr and highlight whether this is sufficient or not;
  - 16.2 identify and assess any new impacts and risks as a result of undertaking the activity;
  - 16.3 evaluate the effectiveness of the EMPr;
  - 16.4 identify shortcomings in the EMPr;
  - 16.5 identify the need for any changes to the avoidance, management and mitigation measures provided for in the EMPr;
  - 16.6 indicate the date on which the construction work was commenced with and completed or in the case where the development is incomplete, the progress of the development and rehabilitation;
  - 16.7 include a photographic record of the site applicable to the audit; and
  - 16.8 be informed by the ECO reports.
17. The holder must, within 7 days of the submission of the environmental audit report to the competent authority, notify all potential and registered Interested and Affected Parties of the submission and make the report available to anyone on request and, where the holder has such a facility, be placed on a publicly accessible website.

**Specific conditions**

18. Surface or ground water must not be polluted due to any actions on the site. The applicable requirements with respect to relevant legislation pertaining to water must be met.
19. An integrated waste management approach, which is based on waste minimisation and incorporates reduction, recycling, re-use and disposal, where appropriate, must be employed. Any solid waste must be disposed of at a waste disposal facility licensed in terms of the applicable legislation.
20. Should any heritage remains be exposed during excavations or any actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape (in accordance with the applicable legislation). Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape. Heritage remains include: archaeological remains (including fossil bones and fossil shells); coins; indigenous and/or colonial ceramics; any articles of value or antiquity; marine shell heaps; stone artifacts and bone remains; structures and other built features; rock art and rock engravings; shipwrecks; and graves or unmarked human burials.
- A qualified archaeologist must be contracted where necessary (at the expense of the applicant and in consultation with the relevant authority) to remove any human remains in accordance with the requirements of the relevant authority.
21. The non-perennial drainage channel that drains through the site to the east and the wet area along the south western most boundary of the site must be clearly demarcated and fenced off before commencement of any

construction activities and must be considered as no-go areas during the construction process.

22. A buffer of 32m must be established around the non-perennial drainage channel.
23. The wet area along the south western most boundary of the site must not be impacted on and must be excluded from the development footprint.
24. The holder of the Environmental Authorisation must install water saving mechanisms and/or water recycling systems in order to reduce water consumption that include *inter alia*, the following:
  - 24.1 A dual-flush toilet system.
  - 24.2 All taps must be fitted with water saving devices, that is, tap aerators, flow restrictors and low flow shower heads.
  - 24.3 Water-wise landscaping must be done.
    - 24.3.1 Indigenous plants and/or plants that require little water must be used.
    - 24.3.2 The use of kikuyu grass must be prohibited in all landscaped areas. Non-invasive, low-water use grass must be used for any lawns on site.
25. The holder of the Environmental Authorisation must ensure that the development incorporate energy/electricity saving measures, which include *inter alia*, the following:
  - 25.1 Use of energy efficient lamps and light fittings. Low energy bulbs must be installed and replacement bulbs must also be of the low energy consumption type.
  - 25.2 Street lighting must be kept to a minimum and down lighting must be used to minimize light impacts. Street light must be switch off during the day.
  - 25.3 All geysers must be covered with geyser 'blankets'.
26. Notwithstanding this Environmental Authorisation, the holder must comply with any other statutory requirements that may be applicable when undertaking the listed activities.
27. If the holder does not commence with the listed activities within the period referred to in Condition 3, this Environmental Authorisation shall lapse for the activity, and a new application for Environmental Authorisation must be submitted to the competent authority. If the holder wishes to extend the validity period of the Environmental Authorisation, an application for amendment in this regard must be made to the competent authority prior to the expiry date of the Environmental Authorisation.
28. The holder must submit an application for amendment of the Environmental Authorisation to the competent authority where any detail with respect to the Environmental Authorisation must be amended, added, substituted, corrected, removed or updated. If a new holder is proposed, an application for amendment in terms of Part 1 of the EIA Regulations, 2014 must be submitted.

Please note that an amendment is not required if there is a change in the contact details of the holder. In this case, the competent authority must only be notified of such changes.

29. The manner and frequency for updating the EMPr is as follows:  
Amendments to the EMPr, other than those mentioned above, must be done in accordance with Regulations 35 to 37 of GN No. R. 982 of 4 December 2014 or any relevant legislation that may be applicable at the time.
30. Non-compliance with a condition of this Environmental Authorisation or EMPr may render the holder liable to criminal prosecution.

#### **F. APPEALS**

Appeals must comply with the provisions contained in the National Appeal Regulations 2014 (as amended).

1. An appellant (if the holder of the decision) must, within 20 (twenty) calendar days from the date notification of the decision was sent to the holder by the competent authority -
  - 1.1 Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations 2014 (as amended) to the Appeal Administrator; and
  - 1.2 Submit a copy of the appeal to any registered Interested and Affected Parties, any Organ of State with interest in the matter and the decision-maker i.e. the competent authority that issued the decision.
2. An appellant (if NOT the holder of the decision) must, within 20 (twenty) calendar days from the date the holder of the decision sent notification of the decision to the registered Interested and Affected Parties -
  - 2.1 Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations 2014 (as amended) to the Appeal Administrator; and
  - 2.2 Submit a copy of the appeal to the holder of the decision, any registered Interested and Affected Party, any Organ of State with interest in the matter and the decision-maker i.e. the competent authority that issued the decision.
3. The holder of the decision (if not the appellant), the decision-maker that issued the decision, the registered Interested and Affected Party and the Organ of State must submit their responding statements, if any, to the appeal authority and the appellant within 20 (twenty) calendar days from the date of receipt of the appeal submission.
4. The appeal and the responding statement must be submitted to the address listed below:  
By post: Western Cape Ministry of Local Government, Environmental Affairs and Development Planning  
Private Bag X9186  
CAPE TOWN

8000

By facsimile: (021) 483 4174; or

By hand: Attention: Mr Jaap de Villiers (Tel: 021 483 3721)  
Room 809  
8<sup>th</sup> Floor Utilitas Building, 1 Dorp Street, Cape Town, 8001

**Note:** For purposes of electronic database management, you are also requested to submit electronic copies (Microsoft Word format) of the appeal, responding statement and any supporting documents to the Appeal Authority to the address listed above and/ or via e-mail to [Jaap.DeVilliers@westerncape.gov.za](mailto:Jaap.DeVilliers@westerncape.gov.za).

5. A prescribed appeal form as well as assistance regarding the appeal processes is obtainable from Appeal Authority at: Tel. (021) 483 3721, E-mail [Jaap.DeVilliers@westerncape.gov.za](mailto:Jaap.DeVilliers@westerncape.gov.za) or URL <http://www.westerncape.gov.za/eadp>.

#### G. DISCLAIMER

The Western Cape Government, the Local Authority, committees or any other public authority or organisation appointed in terms of the conditions of this environmental authorisation shall not be responsible for any damages or losses suffered by the holder, developer or his/her successor in any instance where construction or operation subsequent to construction is temporarily or permanently stopped for reasons of non-compliance with the conditions as set out herein or any other subsequent document or legal action emanating from this decision.

Your interest in the future of our environment is appreciated.

Yours faithfully



**MR ZAAHIR JOFEY**  
**DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)**

DATE OF DECISION: 17/05/2018

CC: (1) Mr Sean Ranger (Cederberg Conservation Services)

Fax: (086) 655 8060

**FOR OFFICIAL USE ONLY:**

**EIA REFERENCE NUMBER: 16/3/3/1/F1/11/2051/17**  
**NEAS EIA REFERENCE NUMBER: WCP/EIA/0000323/2017**



## ANNEXURE 1: LOCALITY PLAN

The approximate location of the Remainder of Farm Groote Fontein No. 241, Piketberg.



**ANNEXURE 2: SITE PLAN**



### **ANNEXURE 3: REASONS FOR THE DECISION**

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

- a) The information contained in the Application Form dated 24 October 2017, as received by the competent authority on 30 October 2017; the BAR dated 13 February 2018 and the EMPr submitted together with the BAR;
- b) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the NEMA;
- c) The comments received from Interested and Affected Parties and the responses provided thereon, as included in the BAR dated 13 February 2018;
- d) The site visit conducted on

Date: 29 November 2017

Attended by Mr Eldon van Boom, Ms Rondine Isaacs and Mr Theo Engel of the Department of Environmental Affairs and Development Planning.

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

#### **1. Public Participation**

The Public Participation Process comprised of the following:

- Notices were placed at two entrance points to the site;
- Notices were also placed at various strategic locations in Piketberg;
- Background Information Documents were posted via registered mail to Interested and Affected Parties on 8 June 2017;
- A pre-application BAR was made available from 15 June 2017 until 17 July 2017;
- An advertisement was placed in the local newspaper the "Die Weslander" on 22 June 2017;
- Letters were posted via registered mail on 6 November 2017 to announce the availability of the post-application BAR; and
- The post-application BAR was made available from 13 November 2017 until 14 December 2017.

#### **Authorities consulted**

The authorities consulted included the following:

- CapeNature;
- Provincial Department of Agriculture;
- Department of Agriculture, Forestry and Fisheries;
- West Coast District Municipality;
- Department of Water and Sanitation;
- Heritage Western Cape; and
- Department of Transport and Public Works.

The competent authority is satisfied that the Public Participation Process that was followed met the minimum legal requirements. All the comments and responses that were raised were included in the BAR. No objections were raised against the proposed development.

## **2. Alternatives**

Various alternatives were considered for the site in question. An alternative that was considered was to continue with the current agricultural practices through a municipal lease agreement. Another alternative was to establish the proposed development on an alternative site, but this proposal would have required the associated expansion of the bulk services infrastructure, thereby increasing the costs.

The preferred alternative which is hereby authorised is to establish an industrial development of two sites in close proximity to each other with a combined footprint of approximately 19.99ha. This is the preferred alternative since it will provide for much needed employment opportunities and will expand the existing industrial area within Piketberg since there is limited industrial land available within the urban edge.

### "No-Go" Alternative:

This alternative implies that the industrial development will not be established and that the site will remain vacant. This alternative was rejected since the Bergrivier Municipality's Spatial Development Framework ("SDF") identified the site for future industrial expansion.

## **3. Impacts, assessment and mitigation measures**

### **3.1 Activity Need and Desirability**

The site is located outside the urban edge but has been identified in the Bergrivier Municipality's SDF for future expansion of the Piketberg industrial area.

The proposed industrial development will create employment opportunities in an area that is experiencing economic decline. The SDF identifies the town of Piketberg as a potential growth town within the Bergrivier municipal area. The proposed development is directly aligned with the Bergrivier Urban Spatial Objectives and Strategies in that it promotes and supports local economic development.

The SDF supports the development of new industrial areas within walking distance to subsidised residential areas to improve access to employment opportunities. The proposed industrial development thus supports the strategic objective of strengthening regional routes and mobility between urban agricultural service centres.

The site is surrounded by existing industrial land uses, agricultural industries and warehouses where existing bulk services are available. The provision of additional industrial land is therefore compatible with the existing land uses. Furthermore, there is limited industrial land available within the urban edge of Piketberg. The proposed development will promote access to services/facilities and growth in an area with economic potential which will stimulate the efficient functioning of Piketberg as a service centre.

### 3.2 Biophysical Impacts

#### **Impacts on vegetation:**

The site has little to no biodiversity or conservation value since it is highly transformed due to farming practices since it was used for wheat production. Very little natural vegetation thus remains and the potential biodiversity impacts are considered to be very low.

#### **Impacts on aquatic environments:**

There are several drainage channels on and adjacent to the site which have been identified as Ecological Support Areas. A non-perennial drainage line drains in a north easterly direction through the site. A wet area is also located along the south western most boundary of the site. The drainage line and wet area will not be impacted on since it is excluded from the proposed development footprint. Furthermore, a buffer of 32m will be established around the drainage line.

### 3.3 Heritage impacts:

The site falls within an area of low palaeontological sensitivity. The underlying bedrock consists of phyllitic shale, greywacke, limestone and arenite of the Piketberg Formation of the Malmesbury Shales which are not known to be fossiliferous.

The proposed development is not expected to have any impact on heritage resources due to the transformed nature of the site and the proximity of the adjacent industrial property. It is unlikely that the proposed development will impact on any significant heritage resources. Heritage Western Cape does not object to the proposed development.

### 3.4 Traffic impacts:

The R365 will be the main access route from which a new access road will be constructed to cater for increased traffic associated with big trucks which will transport produce from the proposed industrial area. The new access road will link up with the R365 and eventually with the R44.

The intersection to Cape Town and/or Namibian markets will be approximately 500m away when turning right onto the N7 National Road or when turning left towards Porterville. The new access road will be approximately 850m long and 12m wide.

The access routes (N7 National Road and the R44) and the intersection to the industrial area, are expected to handle the increased trips associated with the proposed development. The traffic impacts are considered to be low during the operational phase.

#### **National Environmental Management Act Principles**

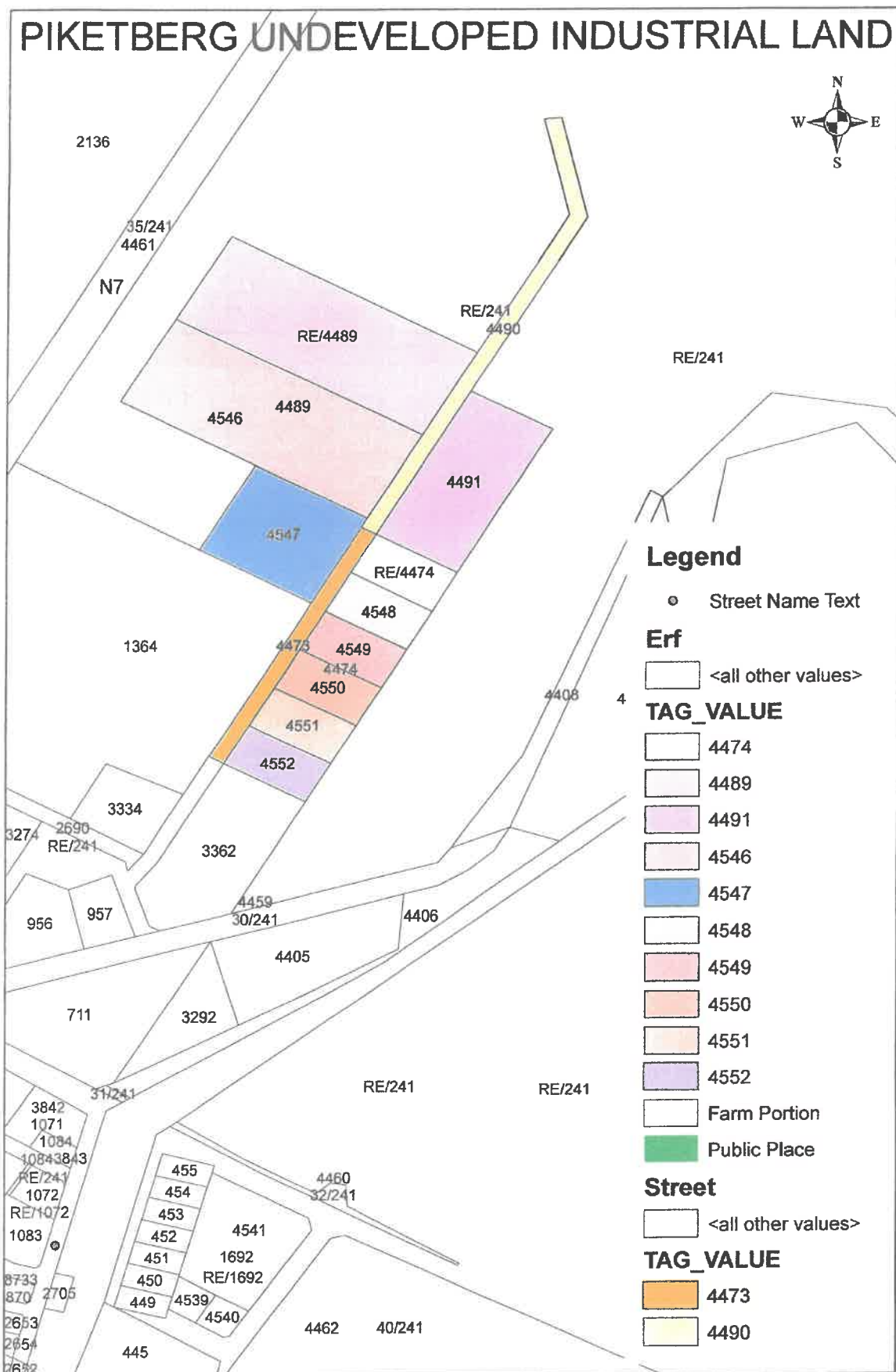
The National Environmental Management Act Principles (set out in section 2 of the NEMA, which apply to the actions of all Organs of State, serve as guidelines by reference to which any Organ of State must exercise any function when taking any decision, and which must guide the interpretation, administration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

- the effects of decisions on all aspects of the environment to be taken into account;

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

In view of the above, the NEMA principles, compliance with the conditions stipulated in this Environmental Authorisation, and compliance with the EMPr, the competent authority is satisfied that the proposed listed activities will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the NEMA and that any potentially detrimental environmental impacts resulting from the listed activity can be mitigated to acceptable levels.

-----END-----





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DE	133.60	209 08 10	D	+21 433.96	+42 097.59
EF	182.25	119 08 10	E	+21 368.91	+41 980.89
FA	263.91	209 13 20	F	+21 528.09	+41 892.16
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		158 Deze Hoek	△	+24 896.02	+39 289.54

Goedgekeur

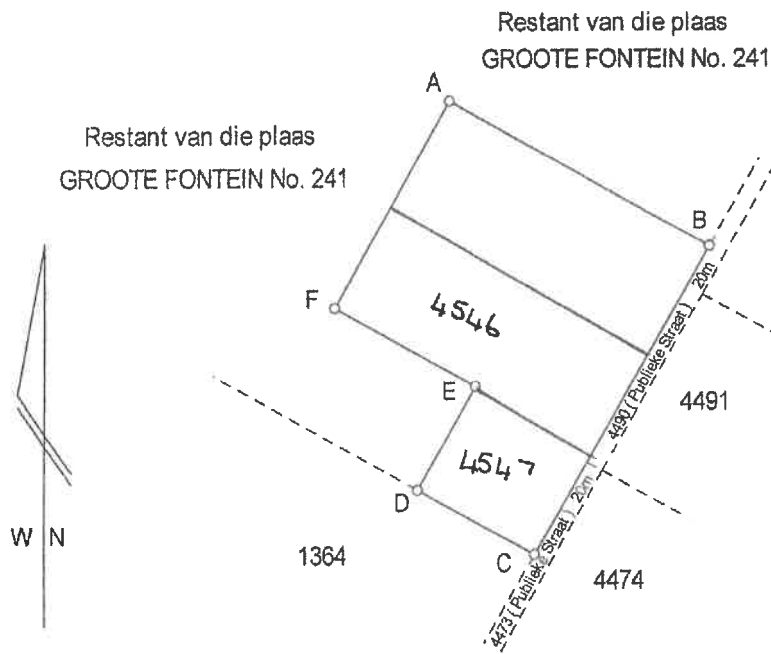


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LANDMETER-  
GENERAAL

16. 01. 2019

Beskrywing van bakens

A,B,D,E,F : 12mm ysterpen  
C : 12mm ysterpen in gat in beton



Skaal : 7500

A B C D E F

Die figuur

stel voor

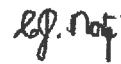
10.8000 hektaar

grond, synde

**Erf 4489 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in November 2018 deur my



PLS 0455 C.J. Nortjé  
Professionele Landmeter

Hierdie diagram is geheg aan

Die oorspronklike diagram is

Lêer : SA Pkbg. 241 v.3

No. : 120268/2019

L.G. No. : 190/1833 (deduction plan)

M.S. : 1596/2018

ged.

Transport : 1835. C.Fr.4-6

Komp. : CH-8DA/W14 (2325)  
CH-8DA / X12 (2325)  
CH-8DAA (4525)

t.g.v.

Registrateur van Aktes

(Plaas Groote Fontein No. 241)

LPI C0580006

Erf 4489 Piketberg

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

Approved i.t.o. Section 60  
of Municipal Bylaw of Act 3/2014  
Ref. Rem. Farm 241, PB  
Date: 27 November 2018

FOR ENDORSEMENTS  
SEE BACK OF DIAGRAM

S



THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
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BC	364.00	29 08 10	B	+21 130.58	+42 130.11
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DA	364.00	209 08 10	D	+21 403.89	+42 394.49
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		158 Deze Hoek	△	+24 896.02	+39 289.54

Goedgekeur



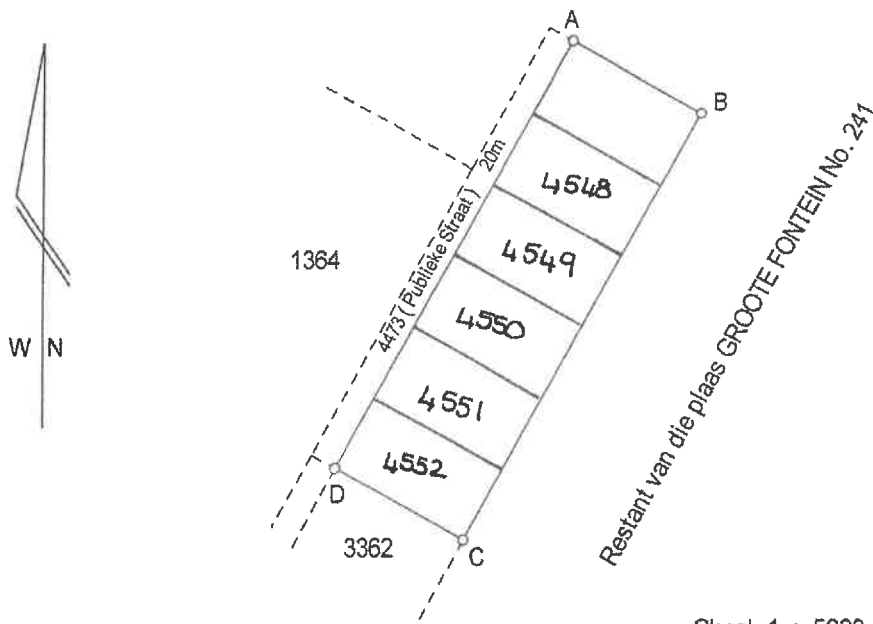
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LANDMETER-  
GENERAAL

2017-01-25

**Beskrywing van bakens**

- A,B : Ysterstaander
- C : 16mm ysterpen
- D : 12mm ysterpen langs ronde ysterhoekpaal in beton

Restant van die plaas GROOTE FONTEIN No. 241



Skaal 1 : 5000

Die figuur ABCD  
stel voor 4.0040 hektaar grond, synde

**Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in Desember 2016 deur my

*C.J. Nortjé*  
PLS 0455 C.J. Nortjé  
Professionele Landmeter

Hierdie diagram is geheg aan No. : <i>T49591/2017</i> ged. t.g.v.	Die oorspronklike diagram is L.G. No. : 190/1833 Transport : 1835. C.Fr.4-6  (Plaas Groote Fontein No. 241)	Lêer : S/5547 Vol.2 M.S. : 1537/2016 Komp. : CH-8DA / X12 (2325) CH-8DA / X14 (2327)  LPI C0580006
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Registrateur van Aktes

(Plaas Groote Fontein No. 241)

LPI C0580006

Erf 4474 Piketberg

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 19A

Approved i.t.o. Section 60  
of Municipal Bylaw of Act 3/2014  
Ref. *Fgr. W. 241 BP*  
Date *28.11.2016*

FOR ENDORSEMENTS  
SEE BACK OF DIAGRAM

S

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
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DA	227.27	209 08 10	D	+21 228.66	+42 076.55
		110 Vredelus	△	+17 648.33	+36 840.99
		158 Deze Hoek	△	+24 896.02	+39 289.54

Goedgekeur

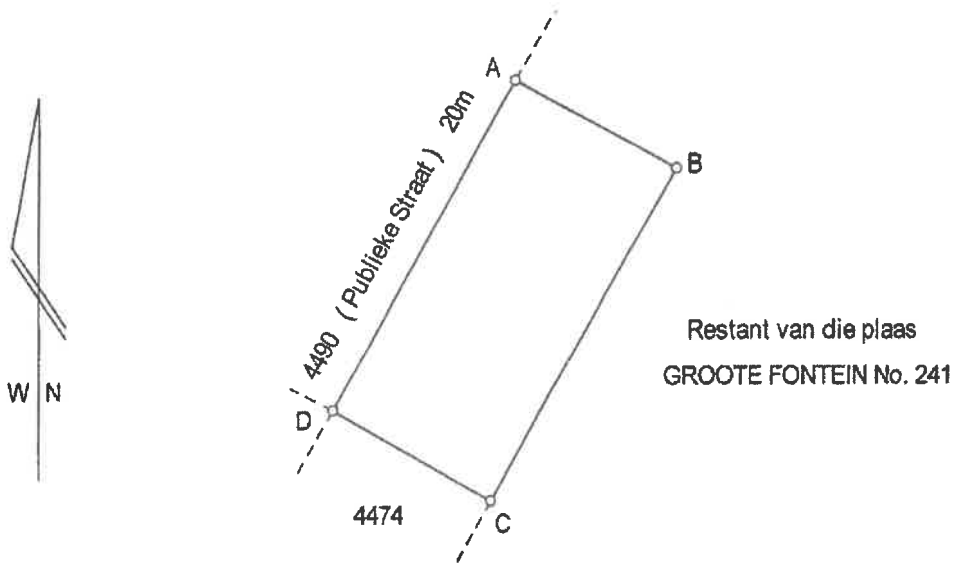


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LANDMETER-  
GENERAAL

16.01.2019

**Beskrywing van bakens**

A,B : 12mm ysterpen  
C,D : Ysterstaander



Skaal 1 : 4000

Die figuur

ABCD

stel voor

2.5001 hektaar

grond, synde

**Erf 4491 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in November 2018 deur my



PLS 0455 C.J. Nortjé  
Professionele Landmeter

Hierdie diagram is geheg aan	Die oorspronklike diagram	Lêer : Pkgb. 241 v.3
No. : T20268/2019	L.G. No. : 190/1833 (deduction plan)	M.S. : 1596/2018
ged.	Transport : 1835. C.Fr.4-6	Komp. : CH-8DA / X12 ( 2325 ) CH-8DAA ( 4525 )
t.g.v.	( Plaas Groote Fontein No. 241 )	LPI C0580006

Registrateur van Aktes

Erf 4491 Piketberg

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

Approved i.t.o. Section 60  
of Municipal Bylaw of Act 3/2014  
Ref. Plan: Form 241, PB  
Date: 27 November 2018

15

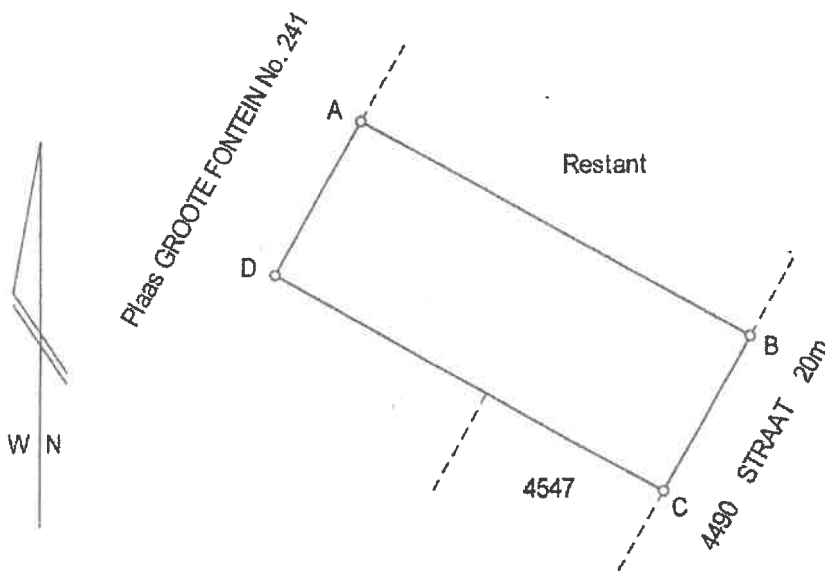
C.J. Nortjé, Professionele Landmeter, Piketberg

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DA	131.96	209 13 20	D +21 528.09	+41 892.16
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	158 Deze Hoek	△	+24 896.02	+39 289.54

nms.  
LANDMETER-  
GENERAAL  
04-11-2021

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 5000

Die figuur

A B C D

stel voor

4.3939 hektaar

grond, synde

**Erf 4546, gedeelte van Erf 4489 PIKETBERG**

geleë in die Munisipaliteit Bergrivier

Administratiewe Distrik Piketberg

Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my

*C.J. Nortjé*

PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: PB 4474 & 4489  
Date: 03 September 2021

Hierdie diagram is geheg aan No. : T 20551/2022 ged. f.g.v. Registrateur van Aktes	Die oorspronklike diagram is L.G. No. : 2808 / 2018 Transport : 2019 - - 20268	Lêer : Pkgb 241 v.3 M.S. : 1300/2021 Komp. : CH-8DA / X12 ( 2325 )  LPI C0580006
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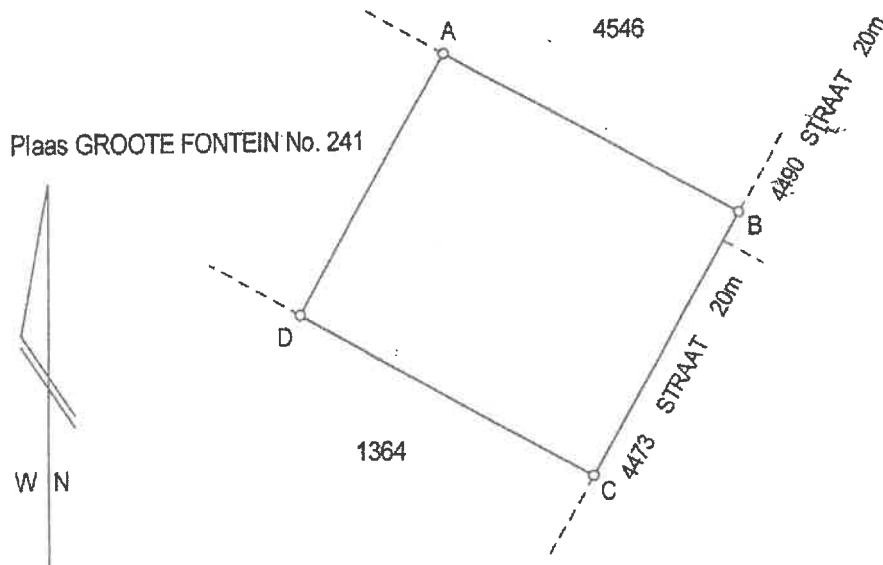
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AB 150.82	299 08 10	A +21 368.91	+41 980.89
BC 133.60	29 08 10	B +21 237.17	+42 054.33
CD 150.82	119 08 10	C +21 302.22	+42 171.02
DA 133.60	209 08 10	D +21 433.96	+42 097.59
	110 Vredelus      △	+17 648.33	+36 840.99
	158 Deze Hoek      △	+24 896.02	+39 289.54

Goedgekeur

*C.J. Nortjé*  
nms.  
LANDMETER-  
GENERAAL  
04-11-2021

Beskrywing van bakens

A,B,D : 12mm ysterpen  
C : 12mm ysterpen in gat in beton



Skaal 1 : 3000

Die figuur ABCD  
stel voor 2.0150 hektaar grond, synde

**Erf 4547, gedeelte van Erf 4489 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my

*C.J. Nortjé*  
PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: ...PB.4474 & 4489  
Date: ...03. September. 2021

Hierdie diagram is geheg aan No. : T. 20552/2022 ged. t.g.v. Registrateur van Aktes	Die oorspronklike diagram is L.G. No. : 2808 / 2018 Transport : 2019 - - 20268	Lêer : Pkgb 241 v.3 M.S. : 1300/2021 Komp. : CH-8DA / X12 ( 2325 ) LPI C0580006
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SYE Meter	RIGTINGS- HOEKE	KOORDINATE Y Stelsel: WG 19° X		L.G. No. 2091/2021
	Konstante:		± 0.00	+3 600 000.00
AB	110.00	299 08 10	A	+21 256.21
BC	60.66	29 08 10	B	+21 160.13
CD	110.00	119 08 10	C	+21 189.66
DA	60.66	209 08 10	D	+21 285.74
		106 The Glebe	△	+19 177.64
		158 Deze Hoek	△	+24 896.02
				+42 129.55
				+42 183.11
				+42 236.10
				+42 182.54

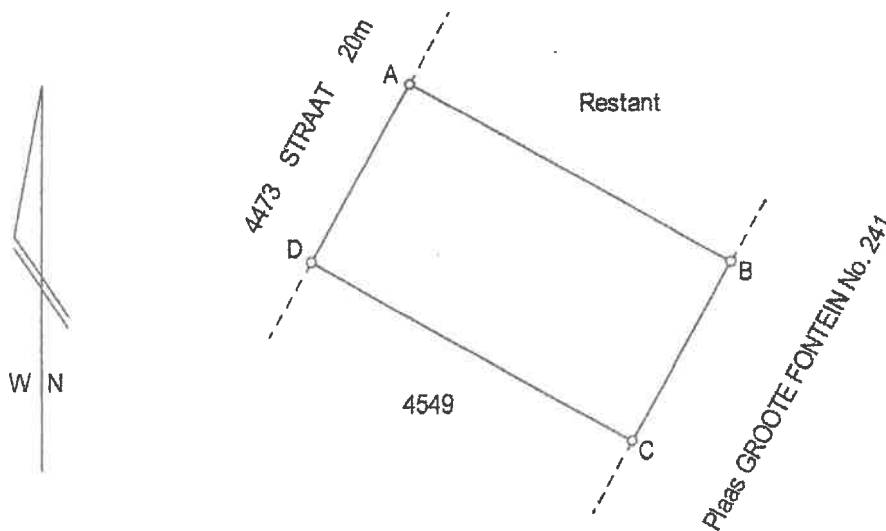
Goedgekeur



nms.  
LANDMETER-  
GENERAAL  
04-11-2021

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 2000

Die figuur

A B C D

stel voor

6673 vierkante meter

grond, synde

**Erf 4548, gedeelte van Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier

Administratiewe Distrik Piketberg

Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my



PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: PB.4474 & 4489  
Date: 03 September 2021

Hierdie diagram is geheg aan

No. : T. 20553/2022

ged.  
t.g.v.

Registrateur van Aktes

Die oorspronklike diagram is

L.G. No. : 2832 / 2016

Transport : 2017 - - 49591

Lêer : Pkgb 241 v3

M.S. : 1300/2021

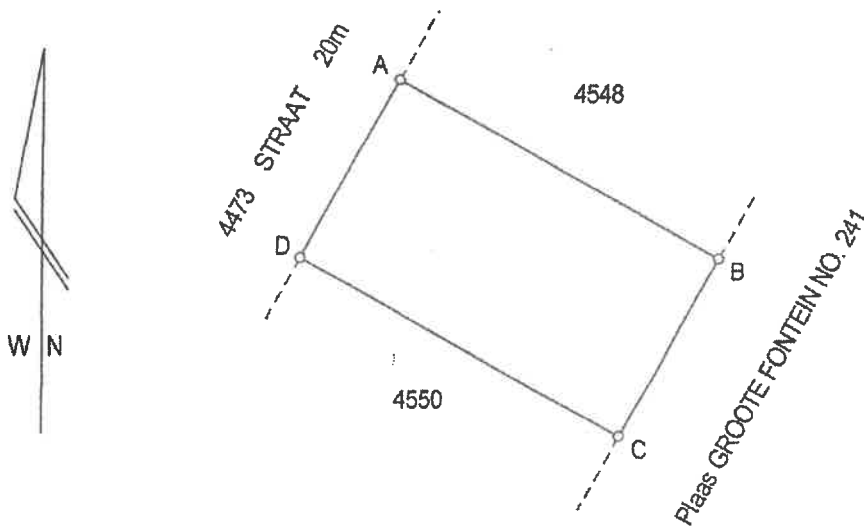
Komp. : CH-8DA / X12 ( 2325 )

LPI C0580006

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X		L.G. No. 2092/2021
		Konstante:	± 0.00	+3 600 000.00	Goedgekeur  <i>C. Nortjé</i> nms. LANDMETER- GENERAAL 04-11-2021
AB	110.00	299 08 10	A +21 285.74	+42 182.54	
BC	60.66	29 08 10	B +21 189.66	+42 236.10	
CD	110.00	119 08 10	C +21 219.20	+42 289.08	
DA	60.66	209 08 10	D +21 315.28	+42 235.53	
		106 The Glebe	△ +19 177.64	+44 348.17	
		158 Deze Hoek	△ +24 896.02	+39 289.54	

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 2000

Die figuur

ABCD

stel voor

6673 vierkante meter

grond, synde

**Erf 4549, gedeelte van Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier

Administratiewe Distrik Piketberg

Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my

*C.J. Nortjé*

PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
PB 4474 & 4489  
Ref: .....  
Date: 03 September 2021

Hierdie diagram is geheg aan

Die oorspronklike diagram is

Lêer : Pkgb 241 v.3

No. : T. 20554/2022 .  
ged.  
t.g.v.

L.G. No. : 2832 / 2016  
Transport : 2017 - - 49591

M.S. : 1300/2021  
Komp. : CH-8DA / X12 ( 2325 )

Registrateur van Aktes

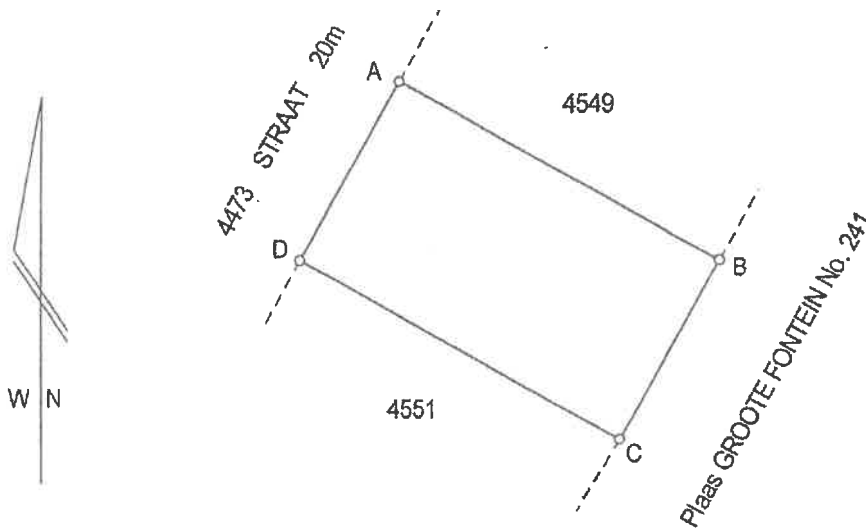
LPI C0580006



	SYE Meter	RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 2093/2021
			Konstante:	± 0.00	+3 600 000.00	
AB	110.00	299 08 10	A	+21 315.28	+42 235.53	Goedgekeur  <i>C. Nortjé</i>  nms. LANDMETER- GENERAAL 04-11-2021
BC	60.66	29 08 10	B	+21 219.20	+42 289.08	
CD	110.00	119 08 10	C	+21 248.74	+42 342.07	
DA	60.66	209 08 10	D	+21 344.82	+42 288.51	
		106 The Glebe	△	+19 177.64	+44 348.17	
		158 Deze Hoek	△	+24 896.02	+39 289.54	

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 2000

Die figuur **ABCD**  
stel voor **6673 vierkante meter** grond, synde

**Erf 4550, gedeelte van Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my

*C.J. Nortjé*

PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: PB.4474 & 4489  
Date: 03 September 2021

Hierdie diagram is geheg aan No. : <b>T. 20555/2022</b> ged. t.g.v. Registrateur van Aktes	Die oorspronklike diagram is L.G. No. : 2832 / 2016 Transport : 2017 - - 49591	Lêer : Pkgb 241 v.3 M.S. : 1300/2021 Komp. : CH-8DA / X12 ( 2325 )  LPI C0580006
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SYE Meter	RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No.
		Konstante:	± 0.00	+3 600 000.00	2094/2021
AB	110.00	299 08 10	A	+21 344.82	+42 288.51
BC	60.66	29 08 10	B	+21 248.74	+42 342.07
CD	110.00	119 08 10	C	+21 278.27	+42 395.06
DA	60.66	209 08 10	D	+21 374.35	+42 341.50
		106 The Glebe	△	+19 177.64	+44 348.17
		158 Deze Hoek	△	+24 896.02	+39 289.54

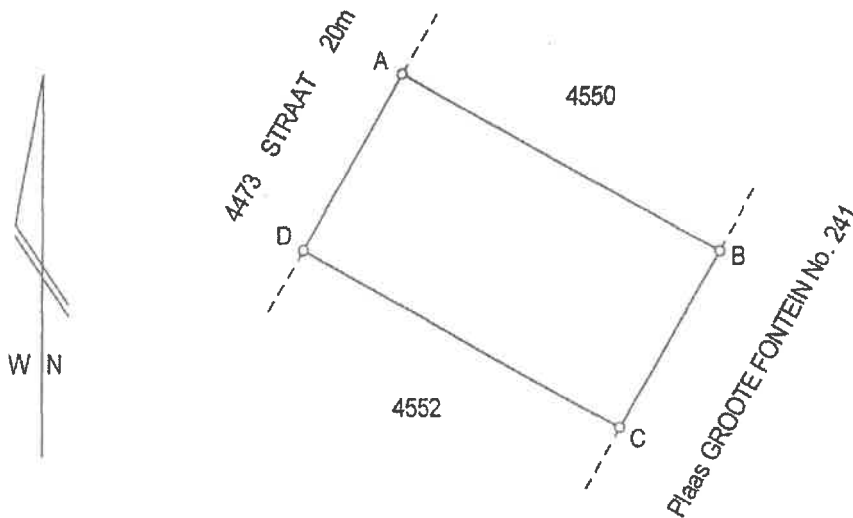
Goedgekeur



nms.  
LANDMETER-  
GENERAAL  
04-11-2021

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 2000

A B C D

Die figuur

stel voor

6673 vierkante meter

grond, synde

**Erf 4551, gedeelte van Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier

Administratiewe Distrik Piketberg

Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my



PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: P.B. 4474 & 4489  
Date: 03 September 2021

Hierdie diagram is geheg aan

No. : T. 20556/2022  
ged.  
t.g.v.

Registrateur van Aktes

Die oorspronklike diagram is

L.G. No. : 2832 / 2016  
Transport : 2017 - - 49591

Lêer : Pkgb 241 v.3

M.S. : 1300/2021

Komp. : CH-8DA / X12 ( 2325 )

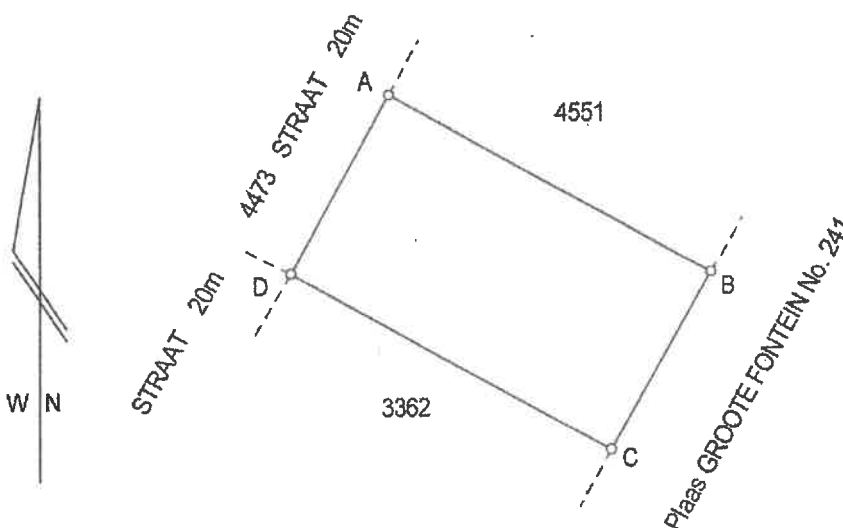
LPI C0580006

SYE Meter	RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X		L.G. No. 2095/2021
	Konstante:	± 0.00	+3 600 000.00	Goedgekeur
AB	110.00	299 08 10	A +21 374.35	+42 341.50
BC	60.66	29 08 10	B +21 278.27	+42 395.06
CD	110.00	119 08 10	C +21 307.81	+42 448.04
DA	60.66	209 08 10	D +21 403.89	+42 394.49
	106 The Glebe	△	+19 177.64	+44 348.17
	158 Deze Hoek	△	+24 896.02	+39 289.54

nms.  
LANDMETER-  
GENERAAL  
04-11-2021

Beskrywing van bakens

- A,B : 12mm ysterpen
- C : 16mm ysterpen
- D : 12mm ysterpen langs ronde ysterhoekpaal in beton



Skaal 1 : 2000

Die figuur **ABCD**  
stel voor **6673 vierkante meter** grond, synde

**Erf 4552, gedeelte van Erf 4474 PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in Oktober 2021 deur my

*C.J. Nortjé*  
PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Land Use Planning Bylaw  
Ref: PB.4474 & 4489  
Date: 03 September 2021

Hierdie diagram is geheg aan

No. : **T. 20557/2022**  
ged.  
t.g.v.

Registrateur van Aktes

Die oorspronklike diagram is

L.G. No. : 2832 / 2016  
Transport : 2017 - - 49591

Lêer : Pkgb 241 v.3  
M.S. : 1300/2021

Komp. : CH-8DA / X12 ( 2325 )  
CH-8DA / X14 ( 2327 )

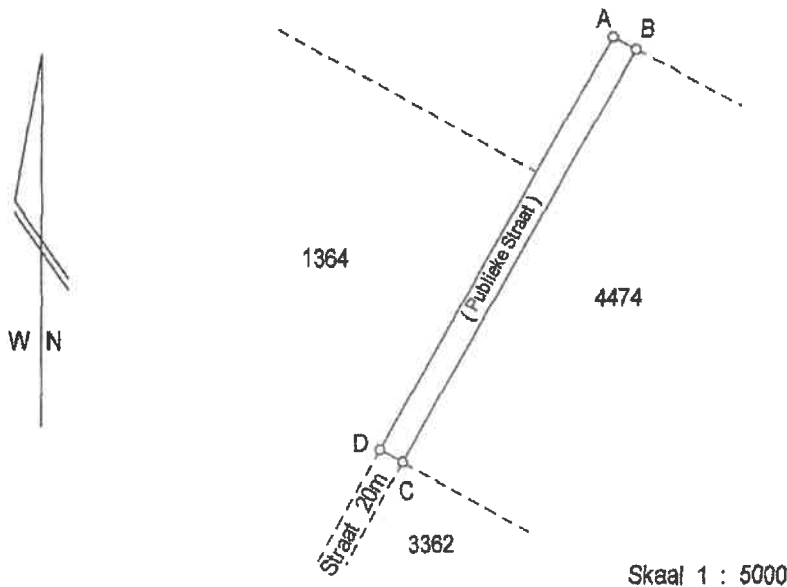
LPI C0580006

SYE Meter	RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No.  2831/2016  Goedgekeur  <i>[Signature]</i>  nms. LANDMETER- GENERAAL  2017-01-25
		Konstante:	± 0.00	+3 600 000.00	
AB	20.00	299 08 10	A	+21 244.13	+42 066.81
BC	364.00	29 08 10	B	+21 226.66	+42 076.55
CD	20.00	119 08 10	C	+21 403.89	+42 394.49
DA	364.00	209 08 10	D	+21 421.36	+42 384.75
		106 The Glebe	△	+19 177.64	+44 348.17
		158 Deze Hoek	△	+24 896.02	+39 289.54

Beskrywing van bakens

- A,D : 12mm ysterpen
- B : Ysterstaander
- C : 12mm ysterpen langs ronde ysterhoekpaal in beton

Restant van die plaas GROOTE FONTEIN No. 241



Die figuur **ABCD**  
stel voor **7280 vierkante meter** grond, synde

**Erf 4473 ( Publieke Straat ) PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in Desember 2016 deur my

*[Signature]*  
PLS 0455 C.J. Nortjé  
Professionele Landmeter

EXEMPT FROM PROVISIONS OF ACT 70 OF 1970 SECTION 1(5)

Approved i.o. Section 60 of Municipal Bylaw of Act 3/2014 Ref: Fgwm 241 BP Date: 25-11-2016

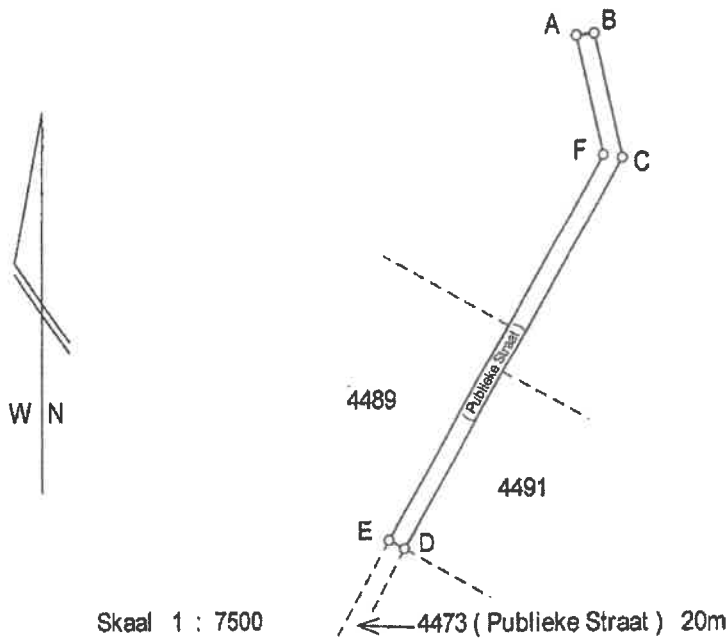
Hierdie diagram is geheg aan No.: <b>149590/2017</b> ged. l.g.v.  Registrateur van Aktes	Die oorspronklike diagram is L.G. No. : 190/1833 Transport : 1835. .C.Fr.4-6  ( Plaas Groote Fontein No. 241 )	Lêer : S/5547 Vol.2 M.S. : 1537/2016 Komp. : CH-8DA / X12 ( 2325 ) CH-8DA / X14 ( 2327 )  LPI C0580006
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SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 2809/2018
		Konstante:		± 0.00	+3 600 000.00	Goedgekeur
AB	20.17	264 45 00	A	+21 032.77	+41 499.38	<i>[Signature]</i> nms. LANDMETER- GENERAAL 16. 01. 2019
BC	142.36	347 15 30	B	+21 012.68	+41 497.52	
CD	503.95	29 08 10	C	+20 981.29	+41 636.37	
DE	20.00	119 08 10	D	+21 226.66	+42 076.55	
EF	496.30	209 08 10	E	+21 244.13	+42 066.81	
FA	137.33	167 15 30	F	+21 002.48	+41 633.31	
		110 Vredelus	△	+17 648.33	+36 840.99	
		158 Deze Hoek	△	+24 896.02	+39 289.54	

Beskrywing van bakens

A,B,C,E,F : 12mm ysterpen  
D : Ysterstaander

Restant van die plaas GROOTE FONTEIN No. 241



Die figuur ABCDEF  
stel voor 1.2799 hektaar grond, synde

**Erf 4490 ( Publieke Straat ) PIKETBERG**

geleë in die Munisipaliteit Bergrivier  
Administratiewe Distrik Piketberg  
Provinsie Wes-Kaap

Opgemeet in November 2018 deur my

*[Signature]*  
PLS 0455 C.J. Nortjé  
Professionele Landmeter

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

Approved i.t.o. Section 60  
of Municipal Bylaw of Act 3/2014  
Ref. Farm 241, PB  
Date: 27 November 2018

Hierdie diagram is geheg aan No. : <i>120268/2019</i> ged. t.g.v.	Die oorspronklike diagram is L.G. No. : 190/1833 ( <i>deduction plan</i> ) Transport 1835. .C.Fr.4-6	Lêer : Pkbg. 241 v.3 M.S. : 1596/2018 Komp. : CH-8DA / X12 ( 2325 ) CH-8DAA ( 4525 )
Registrateur van Aktes	( Plaas Grootte Fontein No. 241 )	LPI C0580006

S



NOTULE VAN DIE HIBRIEDE (VIRTUELE / IN-PERSOON) RAADSVERGADERING GEHOU OP DINSDAG  
30 MAART 2021 OM 14:00 VANAF PIKETBERG

**RVN023/03/2021**

**VERDERE ONDERVERDELING NYWERHEIDSERWE IN PIKETBERG ERWE 4474 EN 4489  
PB.4474 & 4489**

Die Portefeulje Voorsitter, Raadslid Daniels lei die item in en gee kortliks agtergrond.

**Die onderstaande besluit word eenparig deur die Raad aanvaar**

**BESLUIT**

Dat die Raad verdere onderverdeling van Erwe 4474 en 4489, Piketberg ondersteun, ten einde kleiner nywerheidserwe te voorsien.

\*\*\*

**BESTUURDER:  
BEPLANNING EN  
OMGEWINGSBESTUUR**

## BERGRIVIER MUNISIPALITEIT / MUNICIPALITY

### VISIE:

Bergrivier: 'n vooruitstrewende gemeenskap waar almal wil leef, werk, leer en speel op 'n menswaardige manier.

### VISION:

Bergrivier: a prosperous community where all want to live, work, learn and play in



### KERN WAARDES / CORE VALUES

We are all part of Bergrivier Municipality.  
We render good services to ensure dignified living to all.  
We are unashamedly pro-poor.  
We believe in close innovative partnerships.  
We believe in social and economic development of our area.  
We care about our work and our colleagues.  
We are disciplined.  
We believe in good relationships.  
We serve with pride.

## MINUTES OF THE MUNICIPAL PLANNING TRIBUNAL HELD ON THURSDAY, 22 JULY 2021 AT 11:00 ON ELECTRONIC PLATFORM

### PRESENT

#### MEMBERS

Municipal Manager (Adv. H Linde: Chairperson)  
Director Corporate Services (Mr Vivian Kotzee: Deputy Chairperson)  
Director Community Services (Mr D Josephus)  
Manager Civil Engineering Services (Mr JJ Breunissen)  
External Member (Ms. S van der Merwe)  
External Member (Ms. D Kotze)

#### OFFICIALS

Manager: Town Planning and Environmental Management (W Wagener)  
Town & Regional Planner (East) (K Abrahams)  
Compliance Officer (A van Rossum)

#### OBSERVER

Appointee as External Member from 1 August 2021 (Mr J de Jongh)

### ACTION

\*\*\*

**PTN008/07/2021**

### **APPLICATION FOR SUBDIVISION: ERVEN 4474 & 4489, PIKETBERG PB. 4474 & 4489**

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

### **RESOLUTION: CONDITIONALLY APPROVED**

That the application made in terms of section 15 of Bergrivier Municipality By-Law on Municipal Land Use Planning for subdivision of Erf 4489 Piketberg into three portions namely: Portion 1 (±2hectare) , Portion 2 (±4.4hectare) & Remainder Erf 4489 Piketberg (±4.4hectare) as well as the subdivision of Erf 4474 Piketberg into six portions namely: Portion A (±0.66hectare), Portion B (±0.66hectare), Portion C (±0.66hectare), Portion D (±0.66hectare), Portion E (±0.66hectare) & Remainder Erf 4474 Piketberg (±0.66hectare) in order to

**TOWN PLANNER  
(EAST)**



create nine industrial erven, **be approved**; in terms of section 60 of Bergvriër Municipality: By-Law on Municipal Land Use Planning, subject to the following conditions:

1. 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 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); and
2. Alienation of land may only take place after basic level municipal engineering services have been provided to the subdivided portions.

### **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 capacity of services required for the proposed utilization of land units is currently unknown. No basic level municipal engineering services i.e. electrical, sewerage, water and road have been provided to the current properties, the Municipality Technical Directorate confirmed that provision must be made in the Technical Directorates budget for basic level engineering services to the properties. In the absence of these basic level engineering services provided by the municipality, conditions are imposed to address these aspects to ensure that industrial opportunities are efficiently established where basic resources are available thereto. Services required, over and above that which the Municipality provides as basic minimum level engineering services will be for the account of the future purchasers/ owner(s), which is imposed as condition.

The proposed subdivision will allow smaller and more affordable industrial land units within the existing industrial area of Piketberg, allowing some alleviation for those who want to establish industries who does not necessarily have the funding, to buy larger industrial zoned land. The properties are located in the industrial area of Piketberg, allowing expansion by creating smaller industrial opportunities in an area earmarked for such purposes is considered sustainable. The proposed subdivision will promote access to services/facilities and growth of smaller more affordable scale and growth in areas with economic potential, that can promote the efficient functioning of service centres.





**MINUTES OF THE MUNICIPAL PLANNING TRIBUNAL HELD ON THURSDAY, 22 JULY 2021 AT 11:00 ON ELECTRONIC PLATFORM**

The provision of additional industrial land can provide economic opportunities for the community of Piketberg and surrounding areas by means of additional job creation and investment opportunities. The application is consistent with the directives of Bergvliet Municipal Spatial Development Framework. It is also important to note that smaller affordable industrial land units are limited within the urban edge of Piketberg, as agricultural service centre.

Section 65 (i) of Bergvliet Municipality: By-Law on Municipal Land Use Planning requires consideration of the integrated development plan, including the municipal spatial development framework

Bergvliet Municipal Spatial Development Framework 2019-2024

***The properties are earmarked for industrial diversification through expansion. The subdivision promotes densification of the settlements, expanding industrial opportunities and avoids extension of the settlement footprint.***

*One of the socio-economic directives among others states the following for Piketberg: **“Expand industrial activities on the eastern side of the N7 to promote job creation and skills development.”***

*The proposed creation of smaller and more industrial land units will create opportunities for investment to people who do not necessarily have the financial means to buy larger industrial land units. The utilisation of more industrial land units, will provide more economic opportunities for the community of Piketberg and surrounding areas by means of additional job creation considering the variety of primary land uses allowed under Industrial Zone 2. The proposed subdivision will promote the expansion of industrial activities in the eastern side of the N7, by allowing more development opportunities for more land owners.*

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

The zoning of the properties remain unchanged. The proposed subdivision is an expansion of the industrial area of Piketberg, in line with the land uses of the surrounding area. The sizes and the dimensions of the newly created land units are sufficient to comply with the development parameters of Industrial Zone 2.

No objections were received from surrounding affected property owners or general public.

The application is determined desirable from a land use planning perspective and can therefore be supported, subject to conditions.

\*\*\*

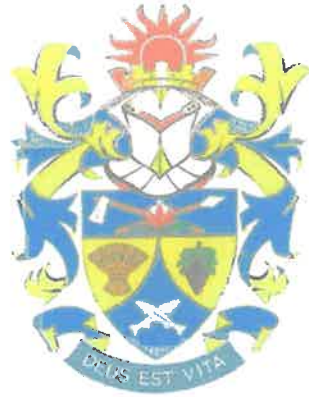
**BERGRIVIER MUNISIPALITEIT / MUNICIPALITY**

**VISIE:**

Bergrivier: 'n vooruitstrewende gemeenskap waar almal wil leef, werk, leer en speel op 'n menswaardige manier.

**VISION:**

Bergrivier: a prosperous community where all want to live, work, learn and play in



**KERN WAARDES / CORE VALUES**

We are all part of Bergrivier Municipality.  
We render good services to ensure dignified living to all.  
We are unashamedly pro-poor.  
We believe in close innovative partnerships.  
We believe in social and economic development of our area.  
We care about our work and our colleagues.  
We are disciplined.  
We believe in good relationships.  
We serve with pride.

**MINUTES OF THE MUNICIPAL PLANNING TRIBUNAL HELD ON WEDNESDAY 07 NOVEMBER 2018 AT 11:00 IN THE COUNCIL CHAMBERS, MUNICIPAL OFFICES, PIKETBERG**

**PRESENT**

**MEMBERS**

Municipal Manager (Acting) (JWA Kotzee: *Chairperson*)  
Director Financial Services (G Goliath)  
Director Technical Services (H Kröhn)  
External Member (Ms. D Kotze)  
External Member (Ms. S van der Merwe)

**OFFICIALS**

Manager: Planning and Environmental Management (W Wagener)  
Head: Secretariat & Records Management (NJ Scheepers)  
Senior Typist (CC Cloete)  
Personal Assistant: Director Corporate Services (A van Rossum)

**ACTION**

**PTN006/11/2018**

**APPLICATION FOR SUBDIVISION AND REZONING: PORTION OF REMAINDER FARM GROOTE FONTEIN NR. 241, PIKETBERG**

**15/3/4, 15/3/3, Farm no. 241**

***(Pages 4-10 of the recommendation were tabled)***

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

**RESOLUTIONS**

That the application for subdivision of Remainder Farm Groote Fontein No. 241, division Piketberg into four portions namely: Portion 1 (approximately 2.5ha), Portion 2 (approximately 10.8ha), Portion 3 (street approximately 1.3ha) and Remainder as well as rezoning of Portion 1 and 2 from Agricultural Zone 1 to Industrial Zone 2 and Portion 3 from Agricultural Zone 1 to Transport Zone 2, **be approved**; in terms of section 60 of Bergrivier Municipal By-Law relating to Land Use Planning, subject to the following condition.

1. The required municipal services that may arise as a result of the proposed utilization on Portion 1 and 2, will be for the account of the developer and/or further owner(s). In addition to this the owner(e)/developer will be responsible for the provision and upgrading

**MANAGER: PLANNING  
AND ENVIRONMENTAL  
MANAGEMENT**



**MINUTES OF THE MUNICIPAL PLANNING TRIBUNAL MEETING HELD ON  
WEDNESDAY 07 NOVEMBER 2018 AT 11:00 IN THE COUNCIL CHAMBERS,  
MUNICIPAL OFFICES, PIKETBERG**

of all service infrastructure required as a result of additional burden created by the proposed utilization, as negotiated and agreed upon between the developer and the Municipality's Directorate: Technical Services by means of a Services Level Agreement (SLA); and

2. Compliance with the conditions of Environmental Authorisation, referenced 16/3/3/1/F1/11/2051/17 date 17 May 2018.

**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 civil department of this municipality has no objection against the proposed rezoning and subdivision, furthermore they indicated that existing services are available but because the capacity of services required for the development is currently unknown and the required municipal services that may arise as a result of the proposed utilization, will be for the account of the developer and/or further owner(s). In addition to this the owner(s)/developer 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 developer and the Municipality's Directorate: Technical Services by means of a Services Level Agreement (SLA). The required civil and electrical services can therefore be efficiently accommodated by means of aforesaid.

The subdivision and rezoning of municipal commonage is exempted from Act 70 of 1970. The proposed application can be efficiently establish industrial land that may contribute to strengthening Piketberg as agricultural service centre, by creating the opportunity for investment.

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

The provision of civil and electrical services can be secured by means of service level agreement between the developer and the municipal technical department, to ensure that the application has no financial burden on the municipality.

Section 65 (i) of Bergrivier Municipal By-law relating to Municipal Land Use Planning requires consideration of the integrated development plan, including the municipal spatial development framework

Bergrivier Municipal Spatial Development Framework provide the following spatial guidelines and proposals for Rural Development in Ward 3 and 4 and include amongst other the following:

*"Strategy 1: Support Growth in areas with economic potential" by means of "providing sufficient land to promote agricultural industry in and around Piketberg"*

*Strategy 2: "Grow and diversify agricultural markets and products" by means of "promoting the production of produce creating work in the Bergrivier Rural Areas i.e product from fruit, vegetable and grain"*

The expansion of the industrial area is also in line with the spatial proposal

**MANAGER: PLANNING  
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MANAGEMENT**



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map for Piketberg as included in the Municipal Spatial Development Framework.

The application is consistent with the directives of the Bergrivier Spatial Development Framework 2012-2017.

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. The properties are located in an existing industrial area gaining access from an existing municipal street, the extension of the proposed road reserve (Portion 3) will give access to the newly created units. Sufficient space are also available on site to ensure on-site parking and loading bays are provided in accordance with the zoning scheme by-law.

No objections 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 application is consistent with the directives of the Bergrivier Spatial Development Framework 2012-2017. The application is determined desirable from a land use planning perspective and can therefore be supported, subject to conditions.

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# BERGRIVIER MUNICIPALITY

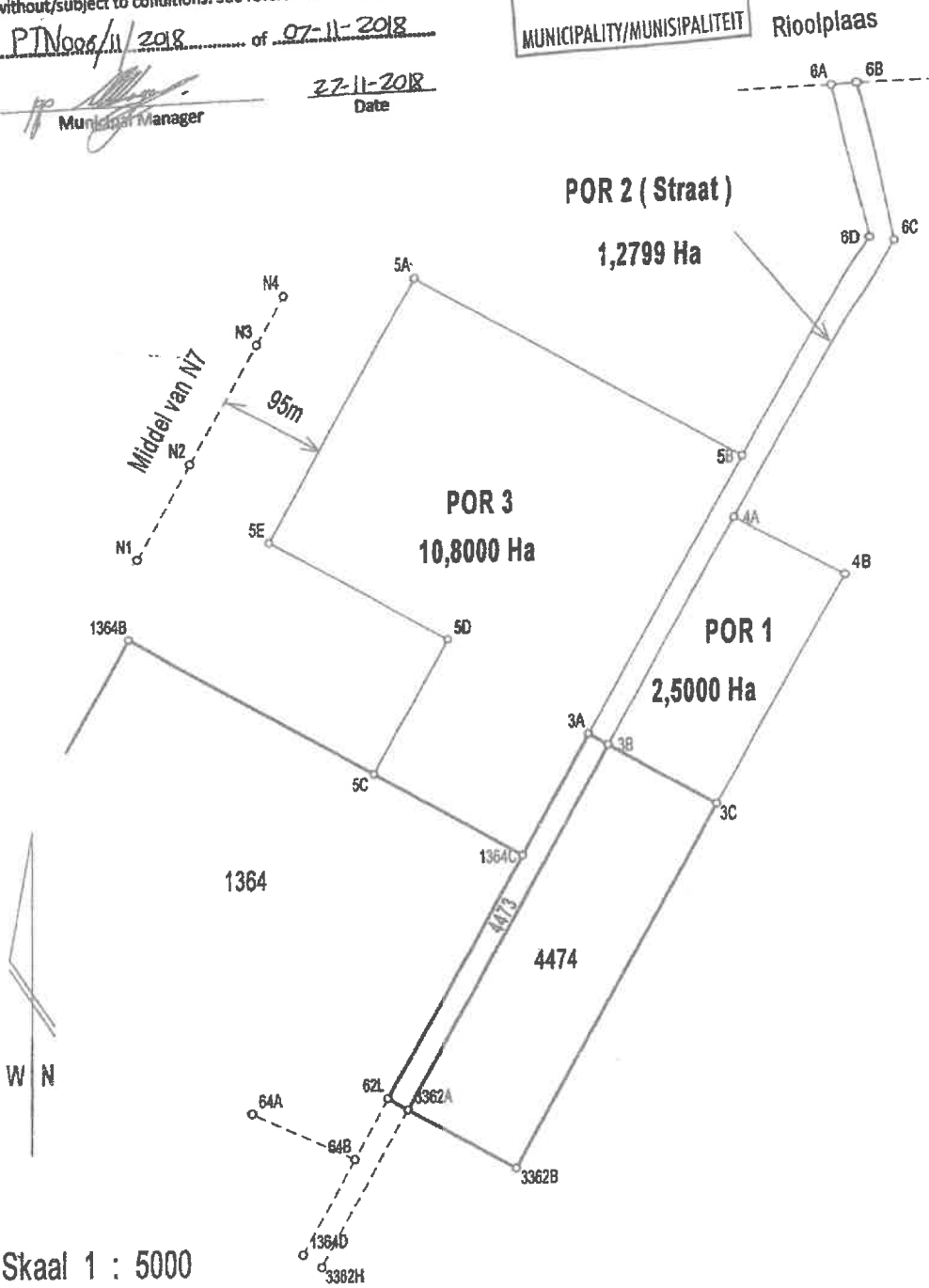
Subdivision/Consolidation approved in terms of section 60 of the By-Law Relating to Municipal Land Use Planning without/subject to conditions. See reverse side resolution no.

PTN006/11/2018 of 07-11-2018

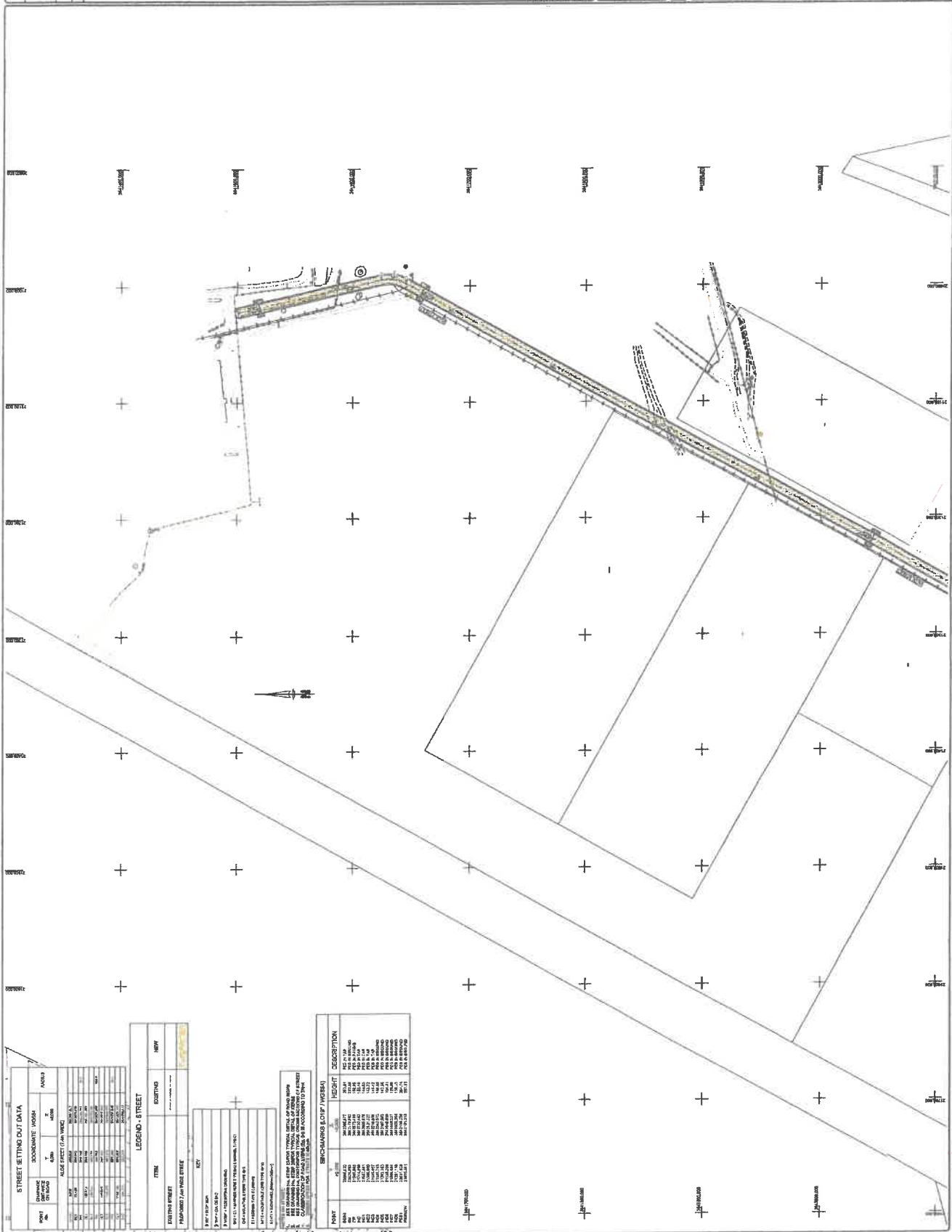
  
Municipal Manager

27-11-2018  
Date

**BERGRIVIER**  
27 NOV 2018  
MUNICIPALITY/MUNISIPALITEIT







**STREET SETTING OUT DATA**

NO.	STREET NAME	ROAD TYPE	WIDTH (M)	GRADE	STATUS
1	ALOE STREET	LOCAL	12.00	1:100	NEW
2	ALOE STREET	LOCAL	12.00	1:100	NEW
3	ALOE STREET	LOCAL	12.00	1:100	NEW
4	ALOE STREET	LOCAL	12.00	1:100	NEW
5	ALOE STREET	LOCAL	12.00	1:100	NEW
6	ALOE STREET	LOCAL	12.00	1:100	NEW
7	ALOE STREET	LOCAL	12.00	1:100	NEW
8	ALOE STREET	LOCAL	12.00	1:100	NEW
9	ALOE STREET	LOCAL	12.00	1:100	NEW
10	ALOE STREET	LOCAL	12.00	1:100	NEW

**LEGEND - STREET**

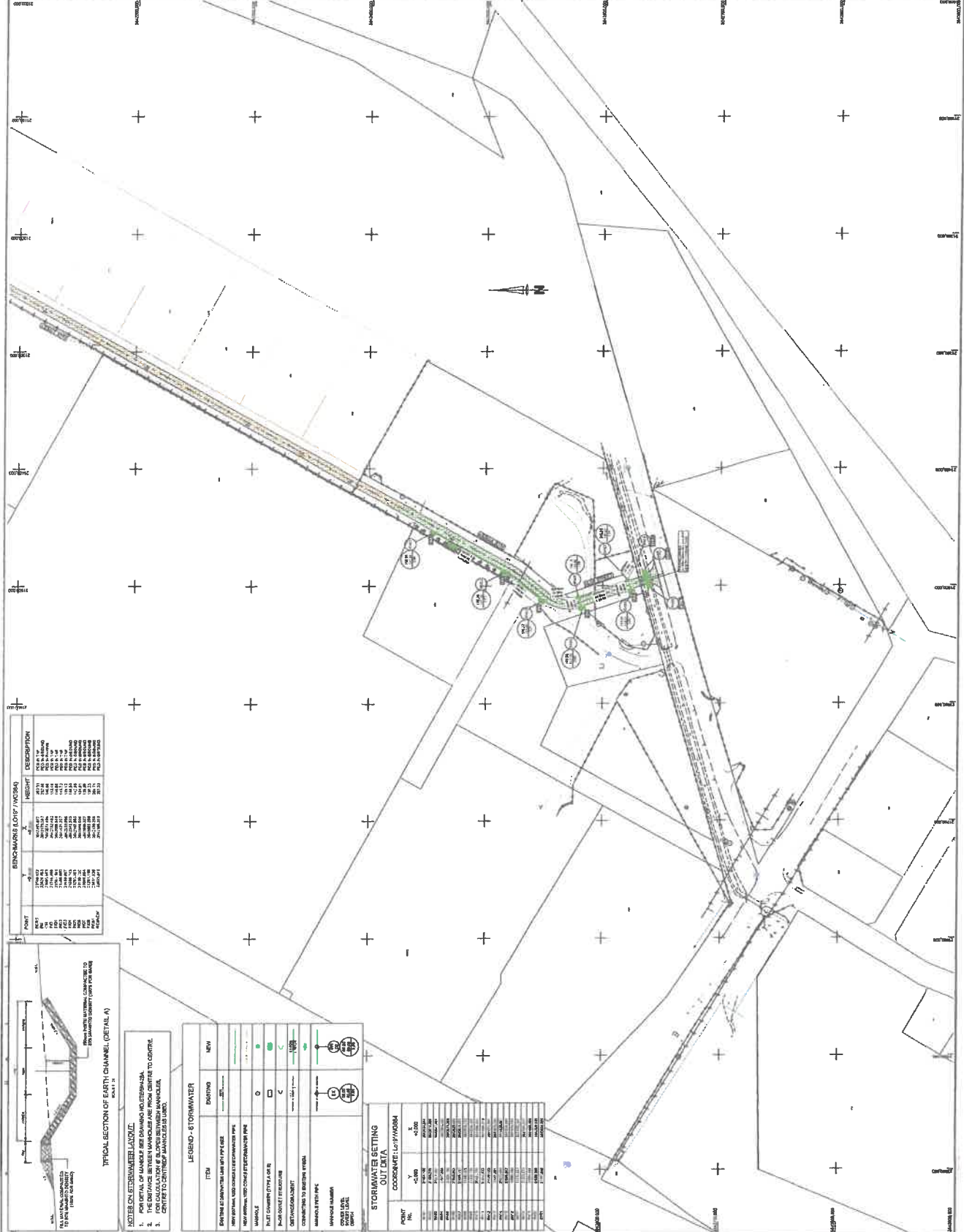
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EXISTING STREET	(Symbol)	(Symbol)
PROPOSED MAIN ROAD STREET	(Symbol)	(Symbol)
PROPOSED LOCAL STREET	(Symbol)	(Symbol)
PROPOSED SIDEWALK	(Symbol)	(Symbol)
PROPOSED VERGEMENT	(Symbol)	(Symbol)
PROPOSED CURB	(Symbol)	(Symbol)
PROPOSED GULLY	(Symbol)	(Symbol)
PROPOSED STREET LIGHT	(Symbol)	(Symbol)
PROPOSED STREET SIGN	(Symbol)	(Symbol)
PROPOSED STREET NAME	(Symbol)	(Symbol)
PROPOSED STREET NUMBER	(Symbol)	(Symbol)
PROPOSED STREET ADDRESS	(Symbol)	(Symbol)
PROPOSED STREET LIGHT FIXTURE	(Symbol)	(Symbol)
PROPOSED STREET SIGN FIXTURE	(Symbol)	(Symbol)
PROPOSED STREET NAME FIXTURE	(Symbol)	(Symbol)
PROPOSED STREET NUMBER FIXTURE	(Symbol)	(Symbol)
PROPOSED STREET ADDRESS FIXTURE	(Symbol)	(Symbol)

**BENCHMARKS (DTP / VERBA)**

MARK	DESCRIPTION	HEIGHT
BM1	VERBA	1000.00
BM2	VERBA	1000.00
BM3	VERBA	1000.00
BM4	VERBA	1000.00
BM5	VERBA	1000.00
BM6	VERBA	1000.00
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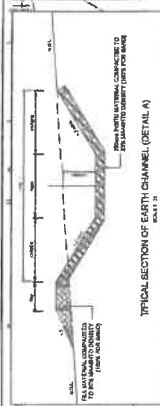
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**BENCHMARKS (LOU/F/MSM)**

POINT	DESCRIPTION	HEIGHT
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BM 3	1000000	100.000
BM 4	1000000	100.000
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BM 49	1000000	100.000
BM 50	1000000	100.000



- NOTES ON STORMWATER LAYOUT**
1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LEVELS BEFORE COMMENCING WORK.
  2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SERVICES AT ALL TIMES.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
  4. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND PROVIDE A COPY TO THE CLIENT AT THE END OF THE PROJECT.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  6. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIAL.
  8. THE CONTRACTOR SHALL MAINTAIN A CLEAN WORKING ENVIRONMENT AT ALL TIMES.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND SERVICES AT ALL TIMES.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND SERVICES AT ALL TIMES.

**LEGEND - STORMWATER**

ITEM	SYMBOL	DESCRIPTION
EXISTING STORMWATER MAIN	—	EXISTING STORMWATER MAIN
NEW STORMWATER MAIN	—	NEW STORMWATER MAIN
EXISTING STORMWATER MANHOLE	○	EXISTING STORMWATER MANHOLE
NEW STORMWATER MANHOLE	○	NEW STORMWATER MANHOLE
EXISTING STORMWATER PIPE	—	EXISTING STORMWATER PIPE
NEW STORMWATER PIPE	—	NEW STORMWATER PIPE
EXISTING STORMWATER VALVE	○	EXISTING STORMWATER VALVE
NEW STORMWATER VALVE	○	NEW STORMWATER VALVE
EXISTING STORMWATER STRUCTURE	○	EXISTING STORMWATER STRUCTURE
NEW STORMWATER STRUCTURE	○	NEW STORMWATER STRUCTURE
EXISTING STORMWATER CHANNEL	—	EXISTING STORMWATER CHANNEL
NEW STORMWATER CHANNEL	—	NEW STORMWATER CHANNEL
EXISTING STORMWATER DRAINAGE	—	EXISTING STORMWATER DRAINAGE
NEW STORMWATER DRAINAGE	—	NEW STORMWATER DRAINAGE
EXISTING STORMWATER POND	○	EXISTING STORMWATER POND
NEW STORMWATER POND	○	NEW STORMWATER POND
EXISTING STORMWATER TANK	○	EXISTING STORMWATER TANK
NEW STORMWATER TANK	○	NEW STORMWATER TANK
EXISTING STORMWATER STRUCTURE	○	EXISTING STORMWATER STRUCTURE
NEW STORMWATER STRUCTURE	○	NEW STORMWATER STRUCTURE

**STORMWATER SETTING DATA**

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WATER SETTING OUT DATA	
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SEWER SETTING OUT DATA	
POINT NO.	COORDINATE UTM/WGS84
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LEGEND - WATER	
ITEM	NEW
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48. 350000mm DIA. WATER MAIN	350000mm DIA. WATER MAIN
49. 400000mm DIA. WATER MAIN	400000mm DIA. WATER MAIN
50. 450000mm DIA. WATER MAIN	450000mm DIA. WATER MAIN

LEGEND - SEWER		
ITEM	EXISTING	NEW
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2. 150mm DIA. SEWER MAIN	150mm DIA. SEWER MAIN	150mm DIA. SEWER MAIN
3. 200mm DIA. SEWER MAIN	200mm DIA. SEWER MAIN	200mm DIA. SEWER MAIN
4. 250mm DIA. SEWER MAIN	250mm DIA. SEWER MAIN	250mm DIA. SEWER MAIN
5. 300mm DIA. SEWER MAIN	300mm DIA. SEWER MAIN	300mm DIA. SEWER MAIN
6. 350mm DIA. SEWER MAIN	350mm DIA. SEWER MAIN	350mm DIA. SEWER MAIN
7. 400mm DIA. SEWER MAIN	400mm DIA. SEWER MAIN	400mm DIA. SEWER MAIN
8. 450mm DIA. SEWER MAIN	450mm DIA. SEWER MAIN	450mm DIA. SEWER MAIN
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15. 1200mm DIA. SEWER MAIN	1200mm DIA. SEWER MAIN	1200mm DIA. SEWER MAIN
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17. 2000mm DIA. SEWER MAIN	2000mm DIA. SEWER MAIN	2000mm DIA. SEWER MAIN
18. 2500mm DIA. SEWER MAIN	2500mm DIA. SEWER MAIN	2500mm DIA. SEWER MAIN
19. 3000mm DIA. SEWER MAIN	3000mm DIA. SEWER MAIN	3000mm DIA. SEWER MAIN
20. 3500mm DIA. SEWER MAIN	3500mm DIA. SEWER MAIN	3500mm DIA. SEWER MAIN
21. 4000mm DIA. SEWER MAIN	4000mm DIA. SEWER MAIN	4000mm DIA. SEWER MAIN
22. 4500mm DIA. SEWER MAIN	4500mm DIA. SEWER MAIN	4500mm DIA. SEWER MAIN
23. 5000mm DIA. SEWER MAIN	5000mm DIA. SEWER MAIN	5000mm DIA. SEWER MAIN
24. 6000mm DIA. SEWER MAIN	6000mm DIA. SEWER MAIN	6000mm DIA. SEWER MAIN
25. 7000mm DIA. SEWER MAIN	7000mm DIA. SEWER MAIN	7000mm DIA. SEWER MAIN
26. 8000mm DIA. SEWER MAIN	8000mm DIA. SEWER MAIN	8000mm DIA. SEWER MAIN
27. 9000mm DIA. SEWER MAIN	9000mm DIA. SEWER MAIN	9000mm DIA. SEWER MAIN
28. 10000mm DIA. SEWER MAIN	10000mm DIA. SEWER MAIN	10000mm DIA. SEWER MAIN
29. 12000mm DIA. SEWER MAIN	12000mm DIA. SEWER MAIN	12000mm DIA. SEWER MAIN
30. 15000mm DIA. SEWER MAIN	15000mm DIA. SEWER MAIN	15000mm DIA. SEWER MAIN
31. 20000mm DIA. SEWER MAIN	20000mm DIA. SEWER MAIN	20000mm DIA. SEWER MAIN
32. 25000mm DIA. SEWER MAIN	25000mm DIA. SEWER MAIN	25000mm DIA. SEWER MAIN
33. 30000mm DIA. SEWER MAIN	30000mm DIA. SEWER MAIN	30000mm DIA. SEWER MAIN
34. 35000mm DIA. SEWER MAIN	35000mm DIA. SEWER MAIN	35000mm DIA. SEWER MAIN
35. 40000mm DIA. SEWER MAIN	40000mm DIA. SEWER MAIN	40000mm DIA. SEWER MAIN
36. 45000mm DIA. SEWER MAIN	45000mm DIA. SEWER MAIN	45000mm DIA. SEWER MAIN
37. 50000mm DIA. SEWER MAIN	50000mm DIA. SEWER MAIN	50000mm DIA. SEWER MAIN
38. 60000mm DIA. SEWER MAIN	60000mm DIA. SEWER MAIN	60000mm DIA. SEWER MAIN
39. 70000mm DIA. SEWER MAIN	70000mm DIA. SEWER MAIN	70000mm DIA. SEWER MAIN
40. 80000mm DIA. SEWER MAIN	80000mm DIA. SEWER MAIN	80000mm DIA. SEWER MAIN
41. 90000mm DIA. SEWER MAIN	90000mm DIA. SEWER MAIN	90000mm DIA. SEWER MAIN
42. 100000mm DIA. SEWER MAIN	100000mm DIA. SEWER MAIN	100000mm DIA. SEWER MAIN
43. 120000mm DIA. SEWER MAIN	120000mm DIA. SEWER MAIN	120000mm DIA. SEWER MAIN
44. 150000mm DIA. SEWER MAIN	150000mm DIA. SEWER MAIN	150000mm DIA. SEWER MAIN
45. 200000mm DIA. SEWER MAIN	200000mm DIA. SEWER MAIN	200000mm DIA. SEWER MAIN
46. 250000mm DIA. SEWER MAIN	250000mm DIA. SEWER MAIN	250000mm DIA. SEWER MAIN
47. 300000mm DIA. SEWER MAIN	300000mm DIA. SEWER MAIN	300000mm DIA. SEWER MAIN
48. 350000mm DIA. SEWER MAIN	350000mm DIA. SEWER MAIN	350000mm DIA. SEWER MAIN
49. 400000mm DIA. SEWER MAIN	400000mm DIA. SEWER MAIN	400000mm DIA. SEWER MAIN
50. 450000mm DIA. SEWER MAIN	450000mm DIA. SEWER MAIN	450000mm DIA. SEWER MAIN

BENCHMARK (LOIP / WGS84)	
POINT	HEIGHT
1	1000.00
2	1000.00
3	1000.00
4	1000.00
5	1000.00
6	1000.00
7	1000.00
8	1000.00
9	1000.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1000.00
16	1000.00
17	1000.00
18	1000.00
19	1000.00
20	1000.00
21	1000.00
22	1000.00
23	1000.00
24	1000.00
25	1000.00
26	1000.00
27	1000.00
28	1000.00
29	1000.00
30	1000.00
31	1000.00
32	1000.00
33	1000.00
34	1000.00
35	1000.00
36	1000.00
37	1000.00
38	1000.00
39	1000.00
40	1000.00
41	1000.00
42	1000.00
43	1000.00
44	1000.00
45	1000.00
46	1000.00
47	1000.00
48	1000.00
49	1000.00
50	1000.00

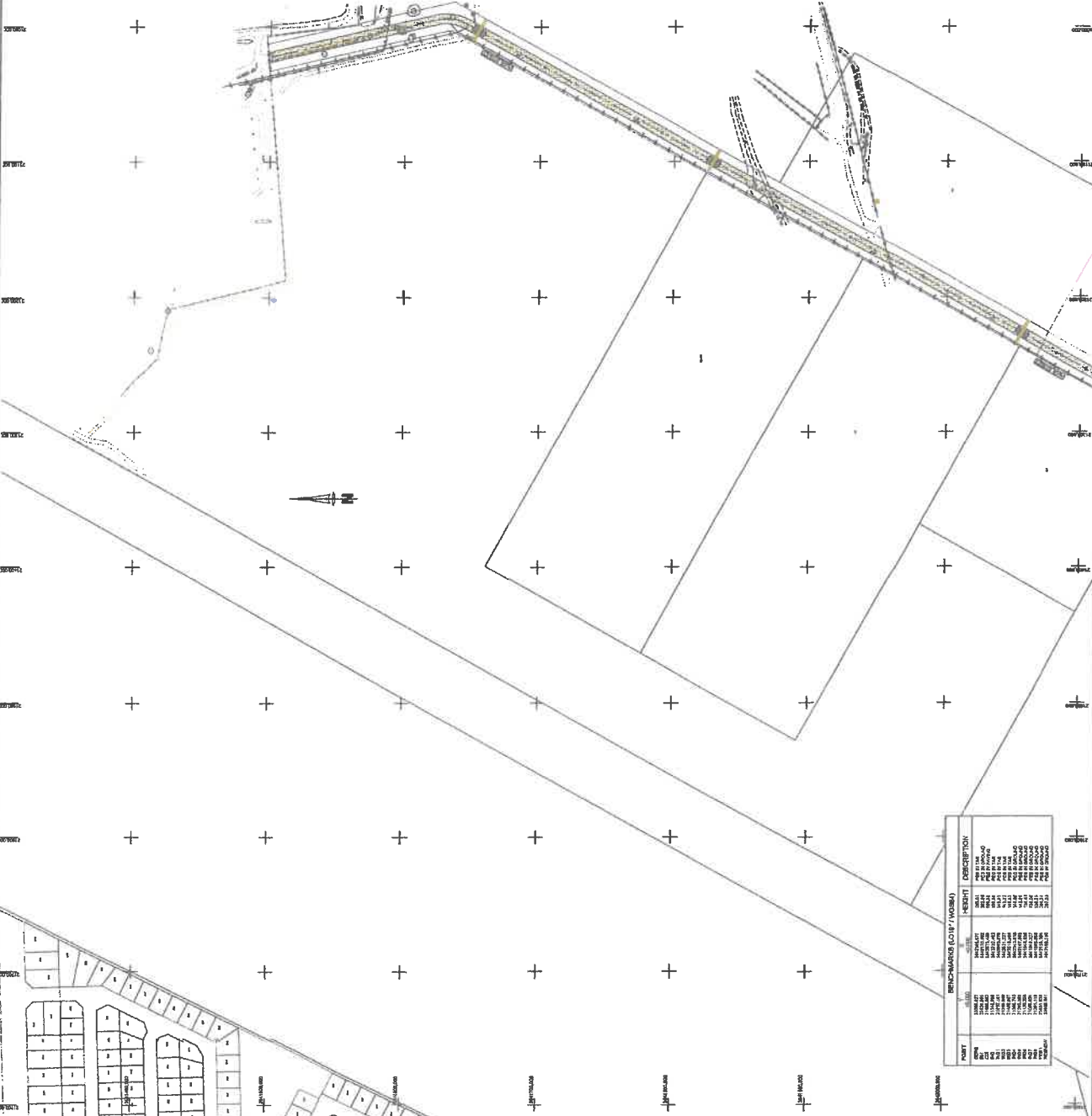
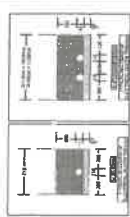
PLEASE NOTE:  
 1. ALL WATER PIPE SIZES AND PORTING ARE SHOWN ONLY.  
 2. THE REFERENCE ELEVATION IS 1000.00 METER.  
 3. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.  
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.  
 6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.  
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 49. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.  
 50. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.





NOTES

LEGEND - ELECTRICAL DUCT	
ITEM	EXISTING / NEW
EXISTING ELECTRICAL DUCT	EXISTING
3.0 11KV/6.6KV	NEW
3.0 24KV/13.2KV	NEW
3.0 33KV/19.5KV	NEW



POINT	BENCH-MARKS (LOT 1/2)	HEIGHT	DESCRIPTION
BM1	11000	11.00	11000
BM2	11000	11.00	11000
BM3	11000	11.00	11000
BM4	11000	11.00	11000
BM5	11000	11.00	11000
BM6	11000	11.00	11000
BM7	11000	11.00	11000
BM8	11000	11.00	11000
BM9	11000	11.00	11000
BM10	11000	11.00	11000
BM11	11000	11.00	11000
BM12	11000	11.00	11000
BM13	11000	11.00	11000
BM14	11000	11.00	11000
BM15	11000	11.00	11000
BM16	11000	11.00	11000
BM17	11000	11.00	11000
BM18	11000	11.00	11000
BM19	11000	11.00	11000
BM20	11000	11.00	11000
BM21	11000	11.00	11000
BM22	11000	11.00	11000
BM23	11000	11.00	11000
BM24	11000	11.00	11000
BM25	11000	11.00	11000
BM26	11000	11.00	11000
BM27	11000	11.00	11000
BM28	11000	11.00	11000
BM29	11000	11.00	11000
BM30	11000	11.00	11000
BM31	11000	11.00	11000
BM32	11000	11.00	11000
BM33	11000	11.00	11000
BM34	11000	11.00	11000
BM35	11000	11.00	11000
BM36	11000	11.00	11000
BM37	11000	11.00	11000
BM38	11000	11.00	11000
BM39	11000	11.00	11000
BM40	11000	11.00	11000
BM41	11000	11.00	11000
BM42	11000	11.00	11000
BM43	11000	11.00	11000
BM44	11000	11.00	11000
BM45	11000	11.00	11000
BM46	11000	11.00	11000
BM47	11000	11.00	11000
BM48	11000	11.00	11000
BM49	11000	11.00	11000
BM50	11000	11.00	11000
BM51	11000	11.00	11000
BM52	11000	11.00	11000
BM53	11000	11.00	11000
BM54	11000	11.00	11000
BM55	11000	11.00	11000
BM56	11000	11.00	11000
BM57	11000	11.00	11000
BM58	11000	11.00	11000
BM59	11000	11.00	11000
BM60	11000	11.00	11000
BM61	11000	11.00	11000
BM62	11000	11.00	11000
BM63	11000	11.00	11000
BM64	11000	11.00	11000
BM65	11000	11.00	11000
BM66	11000	11.00	11000
BM67	11000	11.00	11000
BM68	11000	11.00	11000
BM69	11000	11.00	11000
BM70	11000	11.00	11000
BM71	11000	11.00	11000
BM72	11000	11.00	11000
BM73	11000	11.00	11000
BM74	11000	11.00	11000
BM75	11000	11.00	11000
BM76	11000	11.00	11000
BM77	11000	11.00	11000
BM78	11000	11.00	11000
BM79	11000	11.00	11000
BM80	11000	11.00	11000
BM81	11000	11.00	11000
BM82	11000	11.00	11000
BM83	11000	11.00	11000
BM84	11000	11.00	11000
BM85	11000	11.00	11000
BM86	11000	11.00	11000
BM87	11000	11.00	11000
BM88	11000	11.00	11000
BM89	11000	11.00	11000
BM90	11000	11.00	11000
BM91	11000	11.00	11000
BM92	11000	11.00	11000
BM93	11000	11.00	11000
BM94	11000	11.00	11000
BM95	11000	11.00	11000
BM96	11000	11.00	11000
BM97	11000	11.00	11000
BM98	11000	11.00	11000
BM99	11000	11.00	11000
BM100	11000	11.00	11000

FOR TENDER

**X engineers**

BERGRIVER MUNICIPALITY

CONSTRUCTION OF ALOE STREET AND CIVIL ENGINEERING SERVICES, PIKETBERG

SUBSET LAYOUT (SHEET 2 OF 2)

DATE: JULY 2022  
SCALE: 1:1000  
DRAWING NUMBER: P08212/10  
REV: 00





## BERGRIVIER MUNICIPALITY

### CONSTRUCTION OF ALOE STREET AND CIVIL ENGINEERING SERVICES, PIKETBERG

#### BOOK 1 OF 1

#### CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>COVER PAGE</b>		
<b>CONTENTS</b>		(i) to (iii)

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T1.2	Tender Data	T1.2-1 to T1.2-9
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T2.2	Returnable Schedules	T2.2-1 to T2.2-85

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C2.2	Bills of Quantities	C2.2-1 to C2.2-34
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<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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C3.2	Engineering	C3.2-1 to C3.2-1
C3.3	Management	C3.3-1 to C3.3-12
C3.4	Construction	C3.4-1 to C3.4-71
C3.5	Particular Specifications	C3.5-1
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C3.8	Annexes	C3.8-1 to C3.8-3
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	B : Standard Drawings	
	C : Drawings Issued for Tender	
	D : Project Reports	
	E : Forms	
<b>PART C4</b>	<b>SITE INFORMATION</b>	
C4.1	Scope	C4-1
C4.2	Geotechnical Conditions	C4-1
<b>PART C5</b>	<b>FUNCTIONALITY EVALUATION FORM</b>	
C5	Functionality Evaluation Form	C5-1 to C5-5

<b>APPENDICES</b>
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<b>APPENDIX A</b>	<b>CIDB Standard Conditions of Tender</b>
<b>APPENDIX B</b>	<b>Geotechnical Report</b>



## BERGRIVIER MUNICIPALITY

### 15. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> )	
--	--



## BERGRIVIER MUNICIPALITY

### 16. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**BERGRIVIER MUNICIPALITY**

**17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



**BERGRIVIER MUNICIPALITY**

**18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--



## BERGRIVIER MUNICIPALITY

### 19. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/39-2023 MN206-2023**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

RATES/AMOUNT OFFERED AS PER PRICING SCHEDULE BASED ON FIRST YEAR ONLY	
<b>In figures:</b>	<b>R</b>
<b>In words:</b>	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

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



## BERGRIVIER MUNICIPALITY

### 2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Bergrivier Municipality, Kerk Street, Piketberg, 7320</b>	
Name of witness:		Date:
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 20. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We \_\_\_\_\_  
 (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_  
 of the firm \_\_\_\_\_

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
	YES		NO	
<b>Are you/is the firm a registered VAT Vendor</b>				
<b>If "YES", please provide VAT number</b>				

**Please note the following:**

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.





## BERGRIVIER MUNICIPALITY

### 21. DECLARATION BY TENDERER

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



## BERGRIVIER MUNICIPALITY

### SUPPLY CHAIN MANAGEMENT

Enquiries: Mrs. E. Scholtz

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

20 October 2023



## 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: 23/09/2018