



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/34-2026 (MN107-2026)

ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG INDUSTRIAL AREA

PROCUREMENT DOCUMENT

NAME OF BIDDER:	
PRICE CLARIFICATION:	<u>THIS IS A TWO-ENVELOPE TENDER PROCESS. THEREFORE, THE FORM OF OFFER & ACCEPTANCE (WHICH INCLUDES YOUR FINANCIAL OFFER), B-BBEE CERTIFICATE / SWORN AFFIDAVIT AND PROOF OF LOCALITY MUST BE SUBMITTED IN THE 2ND ENVELOPE</u>
B-BBEE LEVEL:	
MUNICIPAL AREA:	

JULY 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mr. Werner Wagener
Town and Regional Planner: Piketberg

Tel (W): 022 9136000
Email: wagenerw@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/34-2026 / MN107-2026: ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG

BIDS are hereby invited from prospective bidders for the alienation of various municipal properties in Piketberg, as set out in the specifications.

A two-envelopes system will be used for evaluating this tender. Envelopes, properly sealed and marked respectively as indicated below, must be deposited into the tender box at the municipal offices in **13 Kerk Street, Piketberg, 7320** by not later than **12:00 on Tuesday, 11 August 2026**, after which the tenders marked **"Envelope 1"** will be opened and made public at the municipal offices on the same day. Tenders marked **"Envelope 2"** will be opened in public at the Municipal Offices on a date and time of which all bidders will be advised by the Municipality but in any event before expiry of the 120 days from the closing date of the bids.

Envelopes must be marked as follows:

- "ENVELOPE 1: DEVELOPMENT PROPOSAL: REMAINDER ERF 4489, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: ERF 4551, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: ERF 4552, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: ERF 4550, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: ERF 4549, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: ERF 4548, PIKETBERG, 7320"
- "ENVELOPE 1: DEVELOPMENT PROPOSAL: REMAINDER ERF 4474, PIKETBERG, 7320"

- "ENVELOPE 2: FINANCIAL OFFER: REMAINDER ERF 4489, PIKETBERG, 7320"
- "ENVELOPE 2: FINANCIAL OFFER: ERF 4551, PIKETBERG, 7320"
- "ENVELOPE 2: FINANCIAL OFFER: ERF 4552, PIKETBERG, 7320"
- "ENVELOPE 2: FINANCIAL OFFER: ERF 4550, PIKETBERG, 7320"
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- "ENVELOPE 2: FINANCIAL OFFER: ERF 4548, PIKETBERG, 7320"
- "ENVELOPE 2: FINANCIAL OFFER: REMAINDER ERF 4474, PIKETBERG, 7320"

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 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.

A compulsory clarification meeting will be held on Wednesday, 22 July 2026 at 11h00, at the Bergrivier Municipal Offices, 13 Kerk Street in Piketberg

Bid documentation and specifications that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) free of charge, or a hard copy on request at a **non-refundable fee of R70.00** from Mr. Coellin Julius at tel. no. (022) 913 6121 or email: juliusc@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.

Bids 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**. **Where applicable Bid prices must be VAT inclusive.**

The Tax Clearance Certificate/ Tax Compliance Status Pin (TCS) must be submitted with the bid. Failure to submit a Tax Clearance Certificate/ TCS Pin will result in the invalidation of the bid.

Only bids completed in **black written 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 highest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320
MN107-2026**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

10 July 2026

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BIDDER DETAILS					
TENDER NUMBER:	TENDER 8/3/34-2026 MN107-2026				
TENDER TITLE:	ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG				
CLOSING DATE:	11 AUGUST 2026	CLOSING TIME:	12h00		
SITE MEETING:	DATE: 22 JULY 2026	TIME:	11H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	BERGRIVIER MUNICIPAL OFFICES, 13 KERK STREET IN PIKETBERG				
<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 disqualified</i>					
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:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.			

BIDDER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF BIDDER:			
NAME OF CONTACT PERSON:	CELL PHONE NO:		
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			
DATE:			
SIGNATURE OF BIDDER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			

PLEASE NOTE:			
<ol style="list-style-type: none"> 1. Bids that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality. 5. Bid documents must be originally signed. Electronic signatures will not be accepted. 6. All figures & signatures must be completed in an original format 			
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS
1. TECHNICAL ENQUIRIES	Mr. Werner Wagener	022 913 6000	wagenerw@bergmun.org.za
2. ENQUIRIES REGARDING BID PROCEDURES & SCM ENQUIRIES	Mr. Coellin Julius	022 913 6000	juliusc@bergmun.org.za



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



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2. CHECKLIST

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

Is each page of the contract conditions signed	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Please Note: An originally CERTIFIED copy of the B-BBEE Certificate or an original B-BBEE Sworn Affidavit must be submitted with your tender to score points for B-BBEE.	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
Development Proposal - Is the proposal duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	
This is a two-envelope bidding document – Is the Financial Offer, BBBEE Certificate and Proof of Locality in a different envelope Proof of locality may include Municipal Accounts/ Lease Agreement/ CK Documents or CIPC Registration/ SARS (e.g. Notice of registration).	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.

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3. 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 price" means the price payable to the Municipality under the contract.
- 1.3. "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.
- 1.4. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.5. "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.
- 1.6. "Day" means calendar day.
- 1.7. 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.
- 1.8. "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.
- 1.9. "GCC" means the General Conditions of Contract.
- 1.10. "Project site" where applicable, means the place indicated in bidding documents.
- 1.11. "Purchaser" means the organization purchasing the property.
- 1.12. "Republic" means the Republic of South Africa.
- 1.13. "Tort" means in breach of contract.
- 1.14. "Written" or "in writing" means handwritten in black 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

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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 work.
- 2.3. Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. The Municipality is inviting a two-stage bidding process and by means – The Bidder will submit all the required documents together with this completed tender document in one sealed envelope and the Pricing of the Bid with the BBEE certificate and proof of locality will be sealed in the second envelope. Both envelopes must be submitted together and be marked clearly for evaluation purposes.
- 3.2. The transfer and registration costs at the Deeds Office will be for the account of the successful tenders.
- 3.3. **The Municipality will first evaluate all proposals in respect of compliance, feasibility, and alignment with municipal objectives for the relevant erven. Only proposals that meet the required technical and functional criteria will proceed to further consideration.**
- 3.4. **Thereafter, pricing and B-BBEE status will be assessed in accordance with applicable legislation and municipal supply chain management policies.**
- 3.5. **The Municipality reserves the right not to accept the highest-priced offer or any proposal and is not bound to award the erven to the bidder offering the best price. All awards will be made at the sole discretion of the Municipality, based on overall value and public interest considerations.**
- 3.6. 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.
- 3.7. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

5. Use of contract documents and information; inspection.

- 5.1. The Buyer shall not, without the purchaser's prior written consent, disclose the contract, or
- 5.2. The Buyer 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.

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6. Performance security

6.1. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser.

7. Payment

7.1. The method and conditions of payment to be made to the Municipality under this contract shall be specified.

7.2. Payments shall be made by the purchaser **no later than thirty (30)** days after the award letter.

7.3. Payment will be made in Rand.

8. Assignment

The buyer shall not assign, as a whole or in part, its obligations to perform under the contract, except with the Municipalities prior written consent.

9. Penalties

Subject to GCC Clause 25, if the Buyer fails to pay within the required timeframe of 30 days after the award the purchaser shall, without prejudice to its other remedies under the contract, add prime rate at the 1st day after 30 days to the contract price, as a penalty, a sum calculated on the payment price of the delayed payment or unperformed services using the current prime interest rate calculated for each day of the delay until actual payment or performance. The Municipality may also consider termination of the contract pursuant to GCC Clause 23.

10. Termination for default

10.1. The Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the buyer, may terminate this contract as a whole or in part:

10.1.1. if the Buyer fails to perform any other obligation(s) under the contract;
or

10.1.2. if the buyer, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

10.2. If a Municipality intends imposing a restriction on a buyer or any person associated with the buyer, the Municipality will be allowed a time of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

10.3. If a restriction is imposed, the Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

10.3.1. the name and address of the buyer and / or person restricted by the Municipality;

10.3.2. the date of commencement of the restriction

10.3.3. the period of restriction; and

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10.3.4. the reasons for the restriction.

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

10.4. 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.

11. 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.

12. Termination for insolvency

The Municipality may at any time terminate the contract by giving written notice to the buyer if the buyer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the buyer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Municipality.

13. Settlement of Disputes

13.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the Municipality 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.

13.2. 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 Municipality may give notice to the other party of his intention to commence mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

13.4. Notwithstanding any reference to mediation and/or court proceedings herein,

13.4.1. the parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and

14. Limitation of liability

14.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

14.1.1. the buyer shall not be liable to the Municipality, whether in contract, tort, or otherwise,

14.1.2. the aggregate liability of the buyer to the Municipality, 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.

15. 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.

16. Applicable law

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

17. Notices

17.1. Every written acceptance of a bid shall be posted to the purchaser concerned by e-mail.

17.2. 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.

18. Taxes and duties

18.1. A foreign Buyer shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

18.2. A local Buyer shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

18.3. 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.

18.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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19. Transfer of contracts

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

20. 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.

21. Prohibition of restrictive practices.

21.1. 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.

21.2. 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.

21.3. 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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4. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**TENDER NUMBER: 8/3/34-2026 MN107-2026**” clearly endorsed on both envelopes, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The bids must be lodged by the Bidders 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 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 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 ensure 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 the front page.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for Purchasers more than 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 encouraged to attend these openings.
- 6 **Due to the two-stage bidding the proposal will be considered, whereafter the accepted proposals second envelope will be considered. – If the proposal and pricing is in one envelope the tender will be considered as non-responsive.**



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- 7 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;
- 7.1 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.
- 7.2 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.
- 8 This bid will be evaluated and adjudicated according to the following criteria:
- 8.1 Relevant specifications
 - 8.2 Economic investment in Bergrivier Municipality – Proposal.
 - 8.3 Value for money
 - 8.4 Capability to execute the contract
 - 8.5 PPPFA & associated regulations
- 9 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.
- 10 Centralised Supplier Database**
Not applicable



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5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue 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 a 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. To use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za.
4. If a bidder is registered on Bergrivier Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.
7. Non-adherence to point 4 above may invalidate your offer.



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6. TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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.

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. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES

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 the invited bids. 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 people, or categories of persons, historically disadvantaged by unfair discrimination based on 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;



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- (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 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 workforce 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:

POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000		
	POINTS	For office use
PRICE	80	
SPECIFIC PARTICIPATION GOALS		
Bergrivier Jurisdiction	10	
West Coast jurisdiction	5	
Western Cape Province	3	
South Africa	2	
BBBEE SCORE CARD	10	
TOTAL	100	



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POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000		For office use
	POINTS	
PRICE	90	
SPECIFIC PARTICIPATION GOALS		
Bergrivier Jurisdiction	5	
West Coast jurisdiction	3	
Western Cape Province	2	
South Africa	1	
BBBEE SCORE CARD	5	
TOTAL	100	

- 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 (B-BBEE TABLE).
- 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 regarding 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 you're 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. **The Municipality reserves the right to verify the locality as per the Municipal Statement or Lease Agreement provided. Also note that the offices must be operational within the area as stated by the Bidder, if not the locality points cannot be claimed.**

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" means 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 BBEEA.

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

"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



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(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 BBBEEA.

(2) an entity with an annual turnover of 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 based on 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;



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“**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 (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	5	10
2	4	8
3	3	6
4	2	4
5	1	2
6	1	2
7	1	2
8	1	2
Non-compliant contributor	0	0

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

[TICK APPLICABLE BOX]



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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	



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*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 because of that person's conduct; and

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted of 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. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

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



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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?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

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

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

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



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9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).¹ 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. To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ 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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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 affiliated with the bidder, who:
 - 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 consortium² 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

² 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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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			



**PART B – SPECIFICATIONS AND PRICING
DATA**



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9. UNSERVICED ERVEN IN NORTHERN EXPANSION OF PIKETBERG INDUSTRIAL AREA TENDER SPECIFICATIONS

1. COUNCIL RESOLUTION RVN015/01/2026 DATED 20 JANUARY 2026 (ATTACHED) IS APPLICABLE TO TENDERS SUBMITTED. THE FOLLOWING ASPECTS IN THE COUNCIL RESOLUTION ARE EMPHASIZED:

1.1 The properties will only be serviced during the Municipality's 2026/2027 and 2027/2028 financial years:

- a) road and stormwater, water and sanitation will be provided during the 2026/2027 financial year, and
- b) electricity will be provided during the 2027/2028 financial year.

Until the properties are fully serviced, the Municipality cannot be held liable for the provision of services, other than what is currently available. Potential purchasers will have to plan utilisation of the erven; accordingly, this must be included as a stipulation of the tender.

(NOTE: This point will be imposed as title deed condition.)

1.2 The successful tenderers will be responsible for the property's connection to Municipal engineering services, once services have been provided, at their own expense to the satisfaction of the Directorate of Technical Services

1.3 The successful bidder shall:

- i. connect the property to all required municipal services (e.g. water, sewer, electricity, roads), at own cost, and to the satisfaction of the Directorate: Technical Services,
- ii. ensure that access to the property is obtained only from Aloe Street,
- iii. obtain all necessary planning approvals, environmental authorisations, licences, and permits, at their own cost and risk, accept that no guarantees are given regarding the outcome of applications, and the Municipality shall not be held liable for any resulting losses,
- iv. familiarise themselves with all applicable restrictions and conditions, including zoning, servitudes, title deed conditions, and environmental limitations, and
- v. accept that the property is sold VOETSTOOTS, with no warranties, express or implied, as to its condition or fitness for any intended purpose.

1.4 Bergrivier Municipality will be responsible for pointing out survey beacons at transfer of the properties,

1.5 A title deed condition be imposed which stipulate that: if a property sold is not developed by January 2029 property tax will be charged as if a structure to the value of R 2 000 000 (Two Million Rand) has been constructed on it,

(NOTE: This point will be imposed as title deed condition.)

1.6 Municipal valuation of the erven, once serviced, provided by the Municipal valuer:

(NOTE: The Municipal valuation is the reserve price for each erf.)



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Erf Numbers	Size of erven in m ²	Reserve Price
Remainder Erf 4489, Piketberg (NOTE: Remainder Erf 4489, Piketberg is being sold subject to the registration of a servitude over the sewer pipeline crossing this erf.)	43911 m ²	R 5 215 000.00
Erf 4551, Piketberg	6672 m ²	R 1 585 000.00
Erf 4552, Piketberg	6672 m ²	R 1 585 000.00
Erf 4550, Piketberg	6672 m ²	R 1 585 000.00
Erf 4549, Piketberg	6672 m ²	R 1 585 000.00
Erf 4548, Piketberg	6672 m ²	R 1 585 000.00
Remainder Erf 4474, Piketberg (NOTE: Erf 4474, Piketberg is being sold subject to the registration of a servitude over the sewer pipeline crossing this erf.)	6674 m ²	R 1 585 000.00

1.7 Surveyor-General Erf Diagrams of the respective erven, together with Servitude Diagrams (where applicable) is attached.

2. **TWO-STAGE EVALUATION PROCESS:**

- (a) Stage 1 – Development Proposal
- (b) Stage 2 – Price (sealed offer): the reserve price / minimum offer indicated in table 1.6 above.

(a) Stage 1 – Development Proposal

ITEM	COMPULSORY REQUIREMENT (MUST BE CLEARLY DEMONSTRATED)	<u>TO BE COMPLETED BY TENDERER</u>
1	The proposal must be in line with the Bergrivier Municipality: Spatial Development Framework, 2024-2029, which earmarks this area for industrial development.	Yes / No
2	<p>The property is zoned Industrial Zone 2 (primary use Industry). Proposals must comply with the <u>Land Use Description</u> as well as the <u>Development parameters</u> of Industrial Zone 2.</p> <p>A scaled Site Development Plan (SDP) reflecting compliance with the <u>Land Use Description</u> and <u>Development parameters</u> must be submitted with the tender.</p> <p>The SDP must be legible and include the following information:-</p> <ul style="list-style-type: none"> • title • indicate the scale on which the SDP was drawn, • true North arrow, • legend, 	Yes / No



BERGRIVIER MUNICIPALITY

	<ul style="list-style-type: none"> • all distances and areas to scale, and • the footprint of proposed structures (buildings). 	
3	Demonstrate the type of industry intended to be developed.	Yes / No
4	Provide an estimated indication of the services that will be needed from the Municipality, for example the KWA electricity requirement and the kilolitres of water required and what will happen to the greywater (greywater treatment).	Yes / No

(b) STAGE 2 – Price (sealed offer): the reserve price / minimum offer indicated in table 1.6 above

- Sealed financial offer opened only for Stage 1 qualifiers.
- The reserve price is as indicated in table 1.6. The evaluation phase is made up of Price, BBBEE Level and Locality points of the various bidders. Bidders must note that locality will be verified to determine points.
- **The successful tenderers must provide proof of sufficient funds to pay the tender price within 3 months of award, otherwise the award will be forfeited.**
- It may also be expected from prospective bidders who progress through to the evaluation phase of the bidding process to come and do a presentation of their potential bid to the evaluation committee should there be any uncertainty regarding their final bid.



BERGRIVIER MUNICIPALITY

10. 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'							
Are you/is the firm a registered VAT Vendor	YES						NO	
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 8/3/34-2026 MN107-2026**
- 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.

2. THE ALL-INCLUSIVE RATE/AMOUNT OFFERED IS:

In figures:	R	
In words:		

2.1. 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:		



BERGRIVIER MUNICIPALITY

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

3. ACCEPTANCE

- 3.1. 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.
- 3.2. 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.
- 3.3. 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:			
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320		
Name of witness:		Date:	
Signature of witness:			



BERGRIVIER MUNICIPALITY

11. DECLARATION BY TENDERER

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut Ref: 6/1/1 Tel: (022)913 6000
E-mail: wilschuts@bergmun.org.za

Fax: (022)913 1380

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

10 July 2026



BERGRIVIER MUNISIPALITEIT

UITTREKSEL VAN DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP DINSDAG 20 JANUARIE 2026 OM 14:00 VANAF PIKETBERG

TEENWOORDIG:

RAADSLEDE

Rdh. R Swarts	[DA]	:	Speaker
Rdh. RM van Rooy	[DA]	:	Uitvoerende Burgemeester
Rdh. MA Wessels	[DA]	:	Uitvoerende Onderburgemeester
Rdh. J Daniels	[DA]		
Rdh. A de Vries	[DA]		
Rdh. AJ du Plooy	[DA]		
Rdl. RL Laubscher	[DA]		
Rdd. SS Lesch (Me.)	[ANC]		
Rdl. BU Maarman (Me.)	[ANC]		
Rdh. EB Manuel	[GOOD]		
Rdl. A Earle	[PA]		

AMPTENARE

Adv. H Linde	:	Munisipale Bestuurder
Mnr. JWA Kotzee	:	Direkteur Korporatiewe Dienste
Mnr. PW Erasmus	:	Direkteur Finansiële Dienste
Mnr. D van Turha	:	Direkteur Tegnieuse Dienste
Me. A Lawrence	:	Hoof: Behuisingsadministrasie (<i>waarnemende Direkteur Gemeenskapsdienste</i>)
Me. W Prins	:	Bestuurder: Strategiese Dienste
Mnr. W Wagener	:	Bestuurder: Stadsbeplanning en Omgewingsbestuur
Me. J van Zyl	:	Afvalbestuursbeampte
Mev. RC Gerber	:	Komitee Beampte

ANDER

Adv. E Vermaak	(skakel virtueel om 14:30 in)
Me. G Schultz	(virtueel ingeskakel)

RAADSVERGADERING: BESLUIT GENEEM OP DINSDAG 20 JANUARIE 2026

RVN015/01/2026

UNSERVICED ERVEN IN NORTHERN EXPANSION OF PIKETBERG INDUSTRIAL AREA FARM 241 PB

(Replacement report was tabled as previously electronically distributed)

The Director Corporate Services introduced the item and presented the revised report and recommendations to Council.

The undermentioned decisions were taken unanimously by Council:

RESOLVED

1. The industrial erven located in the Northern extension of Piketberg industrial area is not required to provide minimum level of basic municipal services;
2. That the Municipality has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset. The conclusion was reached that the long-term benefits from income tax, services, job creation, spinoff development, ext. will be more beneficial for the Municipality than the vacant land. The erven are therefore made available at a reserve price that will stimulate industrial development and job creation; equal to the Municipal valuation of the erven, once serviced, provided by the Municipal valuer;

3. Municipal valuation of the erven, once serviced, provided by the Municipal valuer:

Erf Numbers	m ²	Reserve price
Erf 4489, Piketberg	43911	R 5 215 000.00
Erf 4546, Piketberg	43938	R 5 215 000.00
Erf 4547, Piketberg	20149	R 3 540 000.00
Erf 4551, Piketberg	6672	R 1 585 000.00
Erf 4552, Piketberg	6672	R 1 585 000.00
Erf 4550, Piketberg	6672	R 1 585 000.00
Erf 4549, Piketberg	6672	R 1 585 000.00
Erf 4548, Piketberg	6672	R 1 585 000.00
Erf 4491, Piketberg	25001	R 4 275 000.00
Erf 4474, Piketberg	6674	R 1 585 000.00
TOTAL	173033.00	R 27 755 000.00

Sold
Sold

**MANAGER: TOWN
PLANNING AND
ENVIRONMENTAL
MANAGEMENT**

4. That the erven be made available by means of tender advertised for 30 days;
5. That the properties are only being marketed for the purposes of developing it in accordance with the zoning thereof;
6. That transfer and registration costs at the Deeds Office will be for the account of the successful tenderers;
7. That the properties will only be serviced during the Municipality's 2026/2027 and 2027/2028 financial years:
- Road and stormwater, water and sanitation will be provided during the 2026/2027 financial year; and
 - Electricity will be provided during the 2027/2028 financial year;
- Until the properties are fully serviced, the Municipality cannot be held liable for the provision of services, other than what is currently available. Potential purchasers will have to plan utilisation of the erven; accordingly, this must be included as a stipulation of the tender;
8. That the successful tenderers will be responsible for the property's connection to Municipal engineering services, once services have been provided, at their own expense to the satisfaction of the Directorate of Technical Services;
9. That Bergrivier Municipality will be responsible for pointing out survey beacons at transfer of the properties,
10. That a title deed condition be imposed which stipulate that: if a property sold is not developed by January 2029 property tax will be charged as if a structure to the value of R 2 000 000 (Two Million Rand) has been constructed on it;
11. That Erf 4474, Piketberg as well as Remainder Erf 4489, Piketberg be sold subject to the registration of a servitude over the sewer pipeline crossing these erven, and
12. That Erf 4491, Piketberg be excluded from the tender due to the sewer pipeline crossing the erf; developability of the erf will need to be reconsidered.

GESERTIFISEER AS 'N WARE UITTREKSEL VAN DIE NOTULE

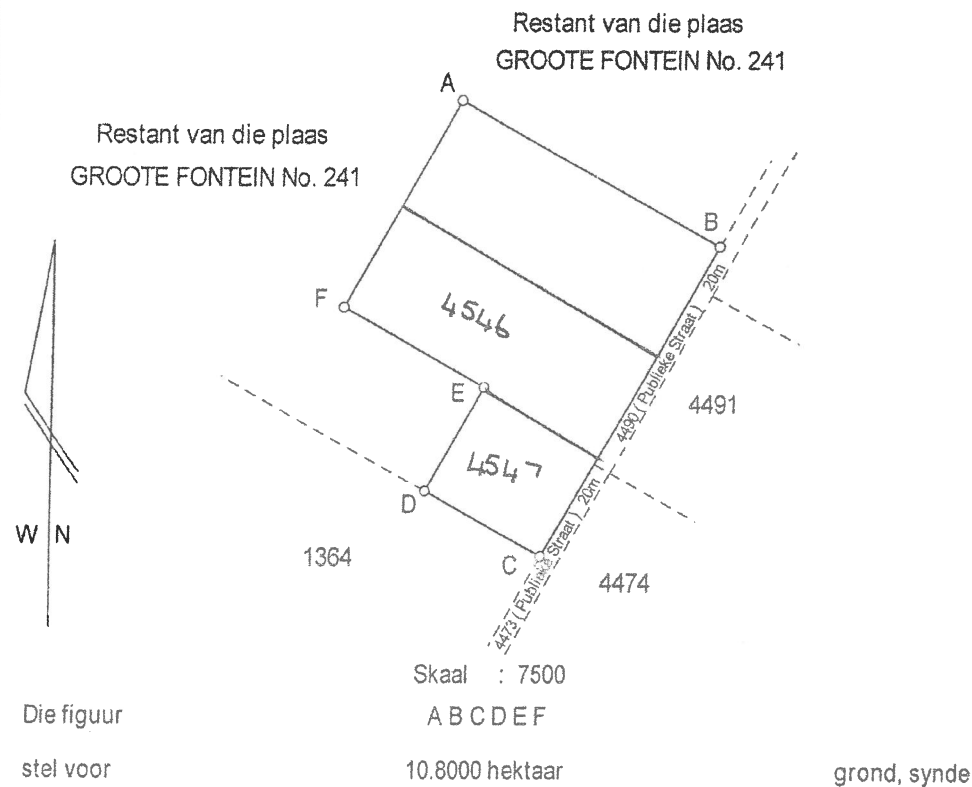
H Linde

**ADV. H LINDE
MUNISIPALE BESTUURDER
24 FEBRUARIE 2026**

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 2808/2018
		Konstante:		± 0.00	+3 600 000.00	Goedgekeur
AB	332.68	299 08 10	A	+21 399.25	+41 661.83	<i>M. P. van der Merwe</i> nms. LANDMETER- GENERAAL 16. 01. 2019
BC	397.51	29 08 10	B	+21 108.67	+41 823.81	
CD	150.82	119 08 10	C	+21 302.22	+42 171.02	
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	
		110 Vredelus	△	+17 648.33	+36 840.99	
		158 Deze Hoek	△	+24 896.02	+39 289.54	

Beskrywing van bakens

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



Erf 4489 PIKETBERG

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

Opgemeet in November 2018 deur my

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

Hierdie diagram is geheg aan	Die oorspronklike diagram is	Lêer : SA Pkg. 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)
t.g.v.		CH-8DA / X12 (2325)
		CH-8DAA (4525)
Registrateur van Aktes	(Plaas Groote Fontein No. 241)	LPI C0580006

Erf 4489 Piketberg

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970
SECTION 11(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

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
1300/2021	2089/2021	Erf 4546	4, 399 Hc	20551/2022	JA	
11	2090/2021	Erf 4547	2, 0150 Hc	20552/2022	JA	LIBTII Hc

DIGITAL REGISTRATION DOCUMENT

for SURVEYOR GENERAL
DATE 13.03.2026

I, J.K. Muanda, PLS No. 1165,
hereby certify that this Digitally approved Deeds Registration Document was extracted by myself from the Digital Registration Document provided by the Surveyor General's office, Cape Town.
J.K. Muanda
Professional Land Surveyor
Date: 11/03/2026

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System WG 19° X		
		Constants		+ 0.00	+ 3 600 000.00
A B	90,44	21 26 10	A	+ 21 143.81	+ 41 804.22
B C	38,03	341 27 20	B	+ 21 176.87	+ 41 888.40
			C	+ 21 164.77	+ 41 924.46
Connecting Data					
A D	40,24	299 08 10	D	+ 21 108.67	+ 41 823.81
C E	16,73	29 08 10	E	+ 21 172.92	+ 41 939.07
		(01) Aas ▲		+ 24 496.39	+ 43 470.20
		(158) Deze Hoek ▲		+ 24 896.02	+ 39 289.54

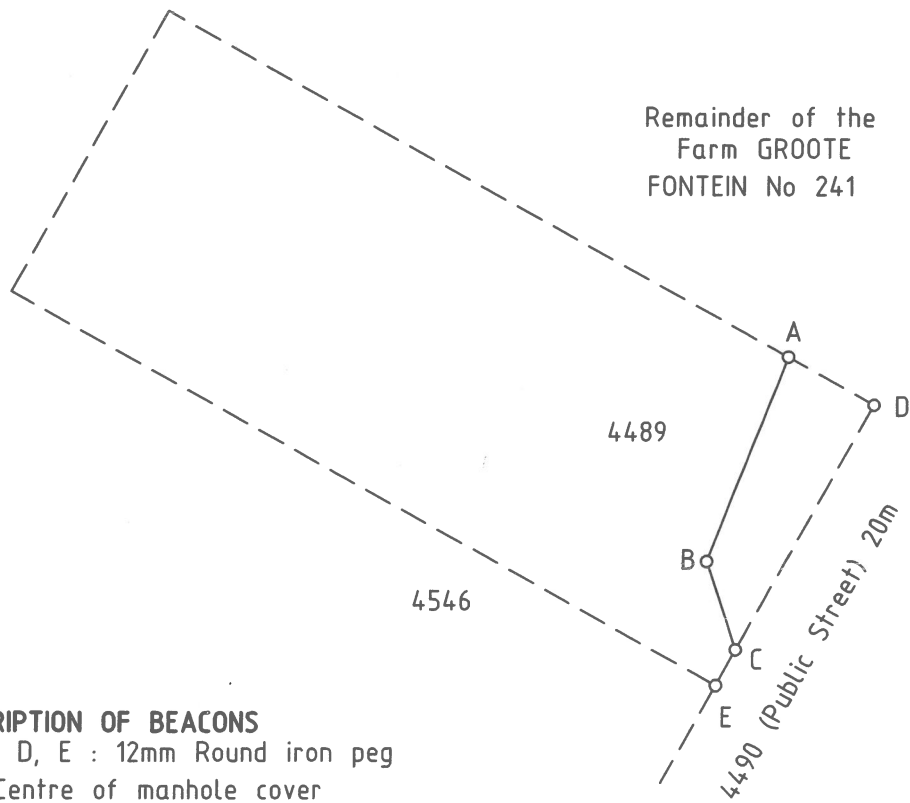
SG No
320/2026

Approved

Koorowlay

for Surveyor-General
Date: 2026-03-11

(01) Aas ▲	+ 24 496.39	+ 43 470.20
(158) Deze Hoek ▲	+ 24 896.02	+ 39 289.54



DESCRIPTION OF BEACONS
A, C, D, E : 12mm Round iron peg
B : Centre of manhole cover

Scale 1:3000

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

Exempt i.o. Section 24(1)(f)(i) of Municipal Land Use Planning Bylaw
Ref: PB.4474, 4489 & 4489
Date: 23 February 2026

The Lines A - B and B - C represent the centre line of a Sewer Servitude 4,00 metres wide
Over the Remainder of Erf 4489 Piketberg

Situate in Bergrivier Municipality
Administrative District of Piketberg
Province of Western Cape
Surveyed in February 2026
by me

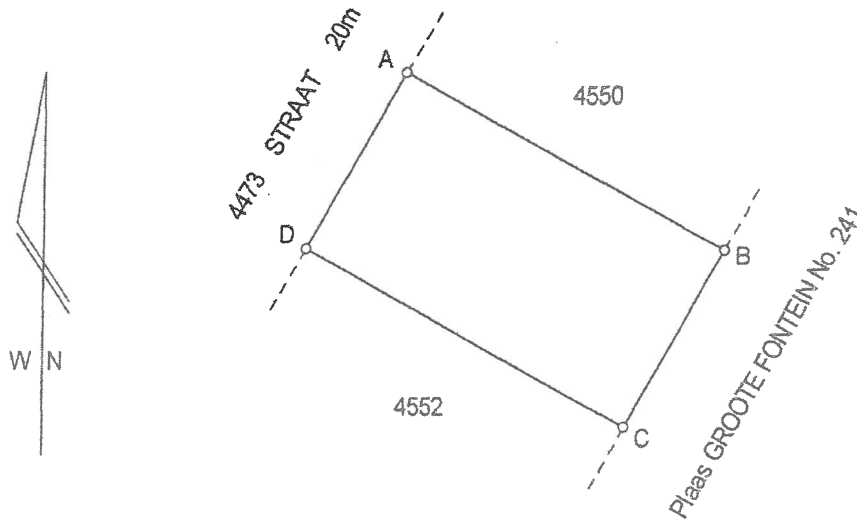
J.K. Muanda
J.K. MUANDA (PLS 1165)
Professional Land Surveyor

This diagram is annexed to No dated i.f.o. Registrar of Deeds	The original diagram is No. 2808/2018 annexed to Transfer 2019- 20268	SG File No: Pkgb.241 v.3 S.R. No: 182/2026 Comps: CH-8DA/X12 (2325) CH-8DAA (4525) LPI C0580006
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SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 2094/2021
		Konstante:		± 0.00	+3 600 000.00	Goedgekeur <i>C. J. Nortjé</i> nms. LANDMETER- GENERAAL 04-11-2021
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	

Beskrywing van bakens

A,B,C,D : 12mm ysterpen



Skaal 1 : 2000

Die figuur

ABCD

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

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. 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
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SYE Meter	RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X		L.G. No. 2095/2021	
	Konstante:		± 0.00	+3 600 000.00	
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	

Goedgekeur

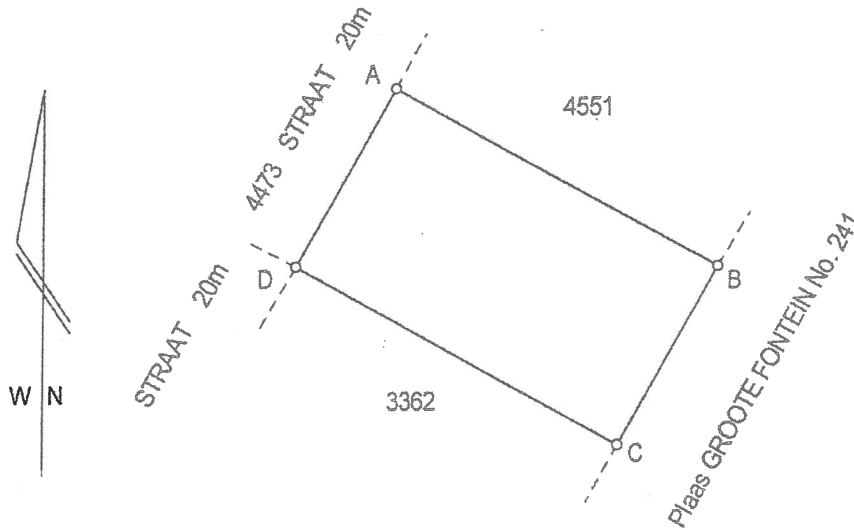


nms.
LANDMETER-
GENERAAL

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



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

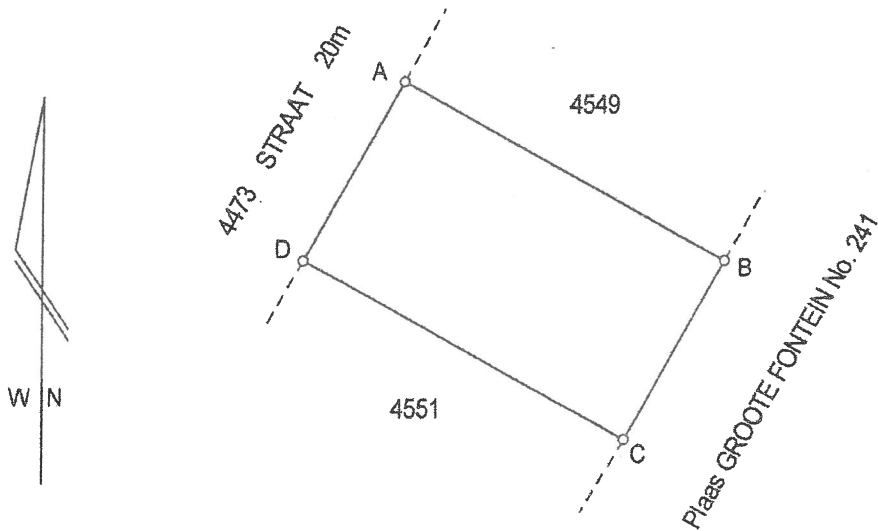
Hierdie diagram is geheg aan	Die oorspronklike diagram is	Lêer : Pkgb 241 v.3
No. : T. 20567/2022	L.G. No. : 2832 / 2016	M.S. : 1300/2021
ged.	Transport : 2017 - - 49591	Komp. : CH-8DA / X12 (2325) CH-8DA / X14 (2327)
t.g.v.		LPI C0580006

Registrateur van Aktes

SYE Meter		RIGTINGS- HOEKE	KOORDINATE Y Stelsel: WG 19° X			L.G. No. 2093/2021
		Konstante:		± 0.00	+3 600 000.00	Goedgekeur <i>BC Nortjé</i> nms. LANDMETER- GENERAAL 04-11-2021
AB	110.00	299 08 10	A	+21 315.28	+42 235.53	
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

A B C D

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. : T. 20555/2022
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

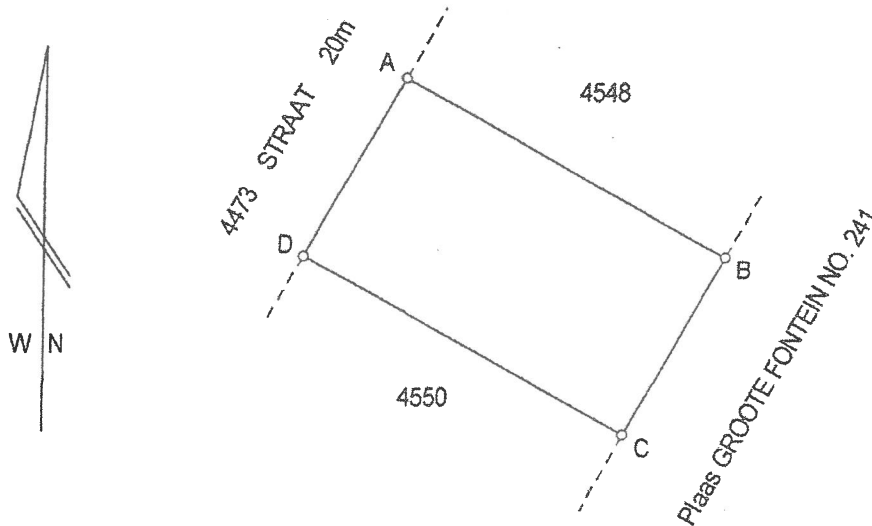
Komp. : CH-8DA / X12 (2325)

LPI C0580006

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 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)

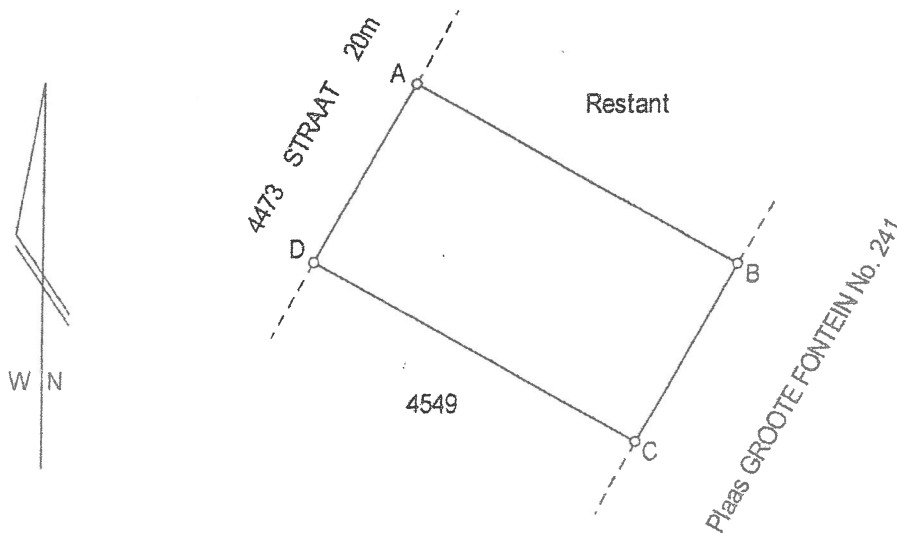
Approved i.t.o. Section 60
of Municipal Land Use Planning Bylaw
PB 4474 & 4489
Ref:
Date: 03 September 2021

Hierdie diagram is geheg aan No. : T. 20554/2022 . 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
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SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No. 2091/2021
		Konstante:	± 0.00	+3 600 000.00		Goedgekeur <i>BC Watson</i> nms. LANDMETER- GENERAAL 04-11-2021
AB	110.00	299 08 10	A	+21 256.21	+42 129.55	
BC	60.66	29 08 10	B	+21 160.13	+42 183.11	
CD	110.00	119 08 10	C	+21 189.66	+42 236.10	
DA	60.66	209 08 10	D	+21 285.74	+42 182.54	
		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

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

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

Die oorspronklike diagram is

Lêer : Pkgb 241 v3

No. : T. 20553/2022

L.G. No. : 2832 / 2016

M.S. : 1300/2021

ged.
t.g.v.

Transport : 2017 - - 49591

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

Registrateur van Aktes

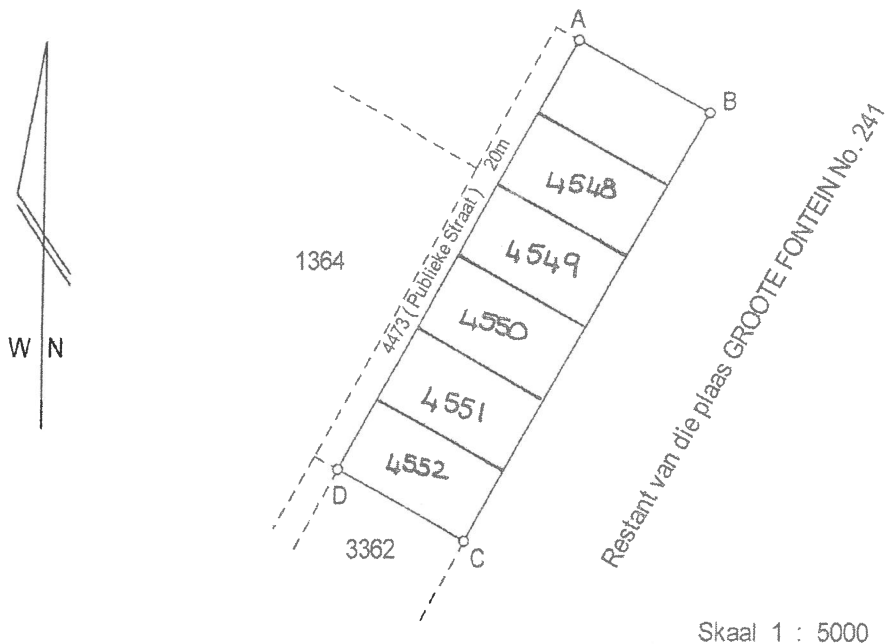
LPI C0580006

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 19° X			L.G. No.
		Konstante:		± 0.00	+3 600 000.00	2832/2016
AB	110.00	299 08 10	A	+21 226.66	+42 076.55	Goedgekeur
BC	364.00	29 08 10	B	+21 130.58	+42 130.11	<i>[Signature]</i>
CD	110.00	119 08 10	C	+21 307.81	+42 448.04	nms.
DA	364.00	209 08 10	D	+21 403.89	+42 394.49	LANDMETER- GENERAAL
		106 The Glebe	△	+19 177.64	+44 348.17	2017-01-25
		158 Deze Hoek	△	+24 896.02	+39 289.54	

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



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

[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 BP
Date 28/11/2016

Hierdie diagram is geheg aan No. : <i>TK9591/2017</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

FOR ENDORSEMENT
SEE BACK OF DIAGRAM

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THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
1300/2021	2091/2021	Erf 4548	6673 m ²	20553/2022	TA	
" "	2092/2021	Erf 4549	6673 m ²	20554/2022	TA	
" "	2093/2021	Erf 4550	6673 m ²	20555/2022	TA	
" "	2094/2021	Erf 4551	6673 m ²	20556/2022	TA	
" "	2095/2021	Erf 4552	6673 m ²	20557/2022	TA	6673 m ²

DIGITAL REGISTRATION DOCUMENT

for SURVEYOR GENERAL
DATE 13.03.2026

I, J. K. MUANDA, PLS No. 1165,
hereby certify that this Digitally approved Deeds Registration Document was extracted by myself from the Digital Registration Document provided by the Surveyor General's office, Cape Town.

Date 12/03/2026

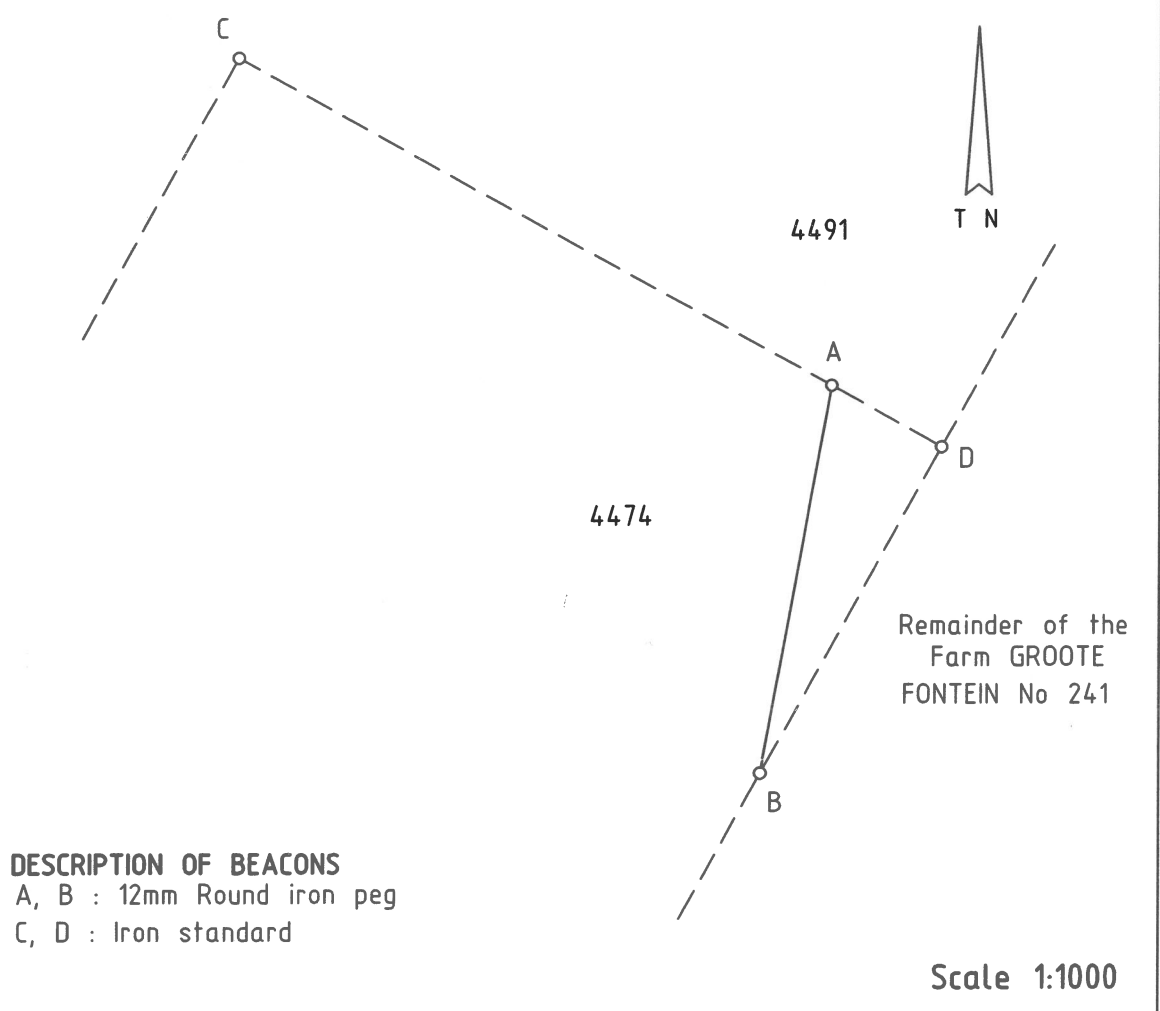
Professional Land Surveyor

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System WG 19° X		
A B	54,00	Constants 10 21 40	A	+ 21 145.76	+ 3 600 000.00
Connecting Data			B	+ 21 155.48	+ 42 121.65
A C	92,62	119 08 10	C	+ 21 226.66	+ 42 076.55
B D	51,13	209 08 10	D	+ 21 130.58	+ 42 130.11
(01) Aas ▲				+ 24 496.39	+ 43 470.20
(158) Deze Hoek ▲				+ 24 896.02	+ 39 289.54

SG No
319/2026

Approved
Koorowlay

for Surveyor-General
Date: 2026-03-11



DESCRIPTION OF BEACONS
A, B : 12mm Round iron peg
C, D : Iron standard

EXEMPT FROM THE PROVISIONS OF ACT 70 OF 1970

SECTION 1(a)

Exempt i.t.o. Section 24(1)(f)(i) of Municipal Land Use Planning Bylaw
Ref: PB.4474.4489 & 4489
Date: 23 February 2026

The Line A - B represents the centre line of a Sewer Servitude 4,00 metres wide

Over The Remainder of Erf 4474 Piketberg

Situate in Bergrivier Municipality
Administrative District of Piketberg
Province of Western Cape
Surveyed in February 2026
by me

J.K. Muanda
J.K. MUANDA (PLS 1165)
Professional Land Surveyor

This diagram is annexed to No dated i.f.o. Registrar of Deeds	The original diagram is No. 2832/2016 annexed to Transfer 2017- -49591	SG File No: Pkg. 241 v.3 S.R. No: 182/2026 Comps: CH-8DA/X12 (2325) CH-8DA/X14 (2327) LPI C0580006
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