BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/63-2026 (MN242-2026)

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A LOCAL AREA PLAN (LAP) FOR NOORDHOEK IN VELDDRIF, LAAIPLEK

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)			
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 76 AND TICK AS APPROPRIATE: SMME	**MICRO**	**SMALL**	**MEDIUM**

OCTOBER 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
Manager: Town Planning & Environmental

Tel (W): 022 913 6000
Email: wagenerw@bergmun.org.za

BERGRIVIER MUNICIPALITY

TENDER 8/3/63-2026 / MN242-2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A LOCAL AREA PLAN (LAP) FOR NOORDHOEK IN VELDDRIF, LAAIPLEK

TENDERS are hereby invited from suitably qualified and experienced service providers for the appointment of a service provider for the compilation of a Local Area Plan (LAP) for Noordhoek in Velddrif, Laaiplek, as set out in the specifications.

Bids, in sealed envelopes, clearly marked **"Tender No 8/3/63-2026 / MN242-2026: Appointment of a service provider for the compilation of a Local Area Plan (LAP) for Noordhoek in Velddrif, Laaiplek"**, must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Monday, 16 November 2026,** 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 Bergrivier Municipality's website **(www.bergmun.org.za)** free of charge or on request at a **non-refundable fee of R70.00** from Mr. Coellin Julius at tel. no. (022) 913 6036 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.**

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 Compliance Status (TCS) Pin and Centralized Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Compliance Status /TCS Pin/CSD registration number may result in the invalidation of the bid. **Bidders must submit an originally certified B-BBEE Certificate / originally certified B-BBEE Sworn Affidavit**. **Failure to submit aforementioned will not render your bid non-responsive, but the bidder will score 0 points for B-BBEE.**

Only bids completed in **black written ink** on the original Bid documentation will be accepted. Late, incomplete or quotations received by fax or via email will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

MUNICIPAL OFFICES
13 CHURCH STREET
P.O BOX 60
PIKETBERG
7320

ADV. HANLIE LINDE
MUNICIPAL MANAGER

MN242-2026

15 October 2026

BERGRIVIER MUNICIPALITY

TENDER 8/3/63-2026 / MK242-2026: AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE OPSTEL VAN 'N PLAASLIKE GEBIEDSPLAN VIR NOORDHOEK IN VELDDRIF, LAAIPLEK

TENDERS word hiermee aangevra vir die aanstelling van 'n gekwalifiseerde en ervare diensverskaffer vir die Aanstelling van 'n diensverskaffer vir die opstel van 'n plaaslike gebiedsplan vir Noordhoek in Velddrif, Laaiplek, soos uiteengesit in die spesifikasies.

Tenders, in verseëlde koeverte en duidelik buite-op gemerk **"Tender 8/3/63-2026 / MK242-2026: Aanstelling van 'n diensverskaffer vir die opstel van 'n plaaslike gebiedsplan vir Noordhoek in Velddrif, Laaiplek"**, moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00** op **Maandag, 16 November 2026,** waarna tenders in die openbaar oopgemaak sal word. **'n Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Tender dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste **(www.bergmun.org.za)** teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **nie-terugbetaalbare tenderfooi van R70.00** by Mnr. Coellin Julius by tel. no. (022) 913 6121 of e-pos: **juliusc@bergmun.org.za,** gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mnr. Werner Wagener by tel. no. (022) 913 6000 of e-pos: **wagenerw@bergmun.org.za.**

Tenders moet geldig en bindend wees vir een honderd en twintig **(120) dae** na sluitingsdatum.

Tenders sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20-punte stelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeurpunte van 80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. **Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belasting ooreenstemmende status Pin en Sentrale verskaffers databasis (SDB) nommer (MAAA….), moet saam met die kwotasie dokument ingedien word. Nie-nakoming hiervan sal die uitslag van die kwotasie ongeldig verklaar. **Diensverskaffers moet 'n oorspronklik gesertifiseerde B-BBEE-sertifikaat / oorspronklik gesertifiseerde B-BBEE-beëdigde verklaring indien. Versuim om bogenoemde in te dien, sal nie jou bod onbruikbaar maak nie, maar die diensverskaffer sal 0 punte vir B-BBEE behaal**.

Slegs tenders wat in **swart geskrewe ink** voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige kwotasies of kwotasies wat per faks of per e-pos ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar.

MUNISIPALE KANTORE
KERKSTRAAT 13
BESTUURDER
PIKETBERG
7320

ADV. HANLIE LINDE
MUNISIPALE

MK242-2026

15 Oktober 2026

BERGRIVIER MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER:	**TENDER 8/3/63-2026 MN242-2026**					
TENDER TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A LOCAL AREA PLAN (LAP) FOR NOORDHOEK IN VELDDRIF, LAAIPLEK**					
CLOSING DATE:	**16 November 2026**		CLOSING TIME:	**12h00**		
SITE MEETING:	DATE:		TIME:		COMPULSORY:	
SITE MEETING ADDRESS:						
NB: Please note that no latecomers will be allowed. *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***						
CIDB GRADING REQUIRED:	**NO**	LEVEL AND CATEGORY:	**N/A**			
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.				

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:	

PLEASE NOTE:

1. Tenders 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. 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 & COMPLETION OF BID DOCUMENTS**	**Mr. Coellin Julius**	**022 913 6000**	**juliusc@bergmun.org.za**

BERGRIVIER MUNICIPALITY

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

1. CHECKLIST

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

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

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 CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

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:	

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.**

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.

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.

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.

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:

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 tha15% 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

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 of 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.

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.

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 0f 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)

BERGRIVIER MUNICIPALITY

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/63-2026 MN242-2026"** 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 encouraged 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:

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 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. Revedy-Levern Hendricks

Centralized Supplier Database (CSD) No. MAAA……..

BERGRIVIER MUNICIPALITY

6. MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**T 8/3/63-2026 MN222-2026**	CLOSING DATE:	**16 NOVEMBER 2026**	CLOSING TIME:	**12:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A LOCAL AREA PLAN (LAP) FOR NOORDHOEK IN VELDDRIF, LAAIPLEK**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS

Bergrivier Municipal Offices
13 Kerk Street
Piketberg
7320

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4. TOTAL BID PRICE**	**R**
5. SIGNATURE OF BIDDER	……	**6. DATE**	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Werner Wagener
CONTACT PERSON	Coellin Julius	TELEPHONE NUMBER	022 913 6000
TELEPHONE NUMBER	022 913 6121	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	wagenerw@bergmun.org.za
E-MAIL ADDRESS	juliusc@bergmun.org.za		

BERGRIVIER MUNICIPALITY

PART B: 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: ……...

BERGRIVIER MUNICIPALITY

7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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 [2] 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:				

[1] *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.

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

BERGRIVIER MUNICIPALITY

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

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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[3] 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			

[3] *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.

BERGRIVIER MUNICIPALITY

8. 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

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:

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	

POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000			
		POINTS	For office use
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 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 you're 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. **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.**

1.8. **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

(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 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 (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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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]

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	

*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

WITNESSES	..... SIGNATURE(S) OF BIDDERS(S)
1.	DATE: .....
2.	ADDRESS .....
	.....
	.....

BERGRIVIER MUNICIPALITY

9. 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? *(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).*	**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)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**Yes**	**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**

BERGRIVIER MUNICIPALITY

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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10. 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).[4] 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:

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

5.1. 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[5] 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			

[5] *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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11. 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.

Signature	**Position**	**Date**

12. 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 **Certificate 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:	

13. 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

TERMS OF REFERENCE

COMPILATION OF A LOCAL AREA PLAN (LAP) FOR THE NOORDHOEK NEIGHBOURHOOD IN VELDDRIF/LAAIPLEK

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15. Declaration of Confidentiality
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19. Price Schedule (**to be completed by Tenderers**)
20. Contactable Officials for Clarification

1. PURPOSE

1.1 The Bergrivier Municipality wishes to appoint a Service Provider to compile a Local Area Plan (LAP) for the Noordhoek Neighbourhood in Velddrif/Laaiplek. The LAP must be prepared as a Local Spatial Development Framework contemplated in Section 9 of the Bergrivier Municipal By-law on Municipal Land Use Planning, dated 11 December 2020.

1.2 The LAP must be prepared as a practical, evidence-based and implementation-oriented planning instrument that will guide coordinated public investment, land use decision making, infrastructure planning, housing responses, public space improvements, community facility planning and local economic development within the Noordhoek neighbourhood. The project must support the objectives of the Western Cape Government Regional Socio-

Economic Projects (RSEP) Programme by promoting spatial integration, improved access to opportunities, safer and better-quality public spaces, social upliftment and value-for-money implementation.

2. INTRODUCTION

2.1 Bergrivier Municipality is in the West Coast District of the Western Cape. The Municipality includes eight (8) towns (Aurora, Dwarskersbos, Eendekuil, Laaiplek, Piketberg, Porterville, Redelinghuis and Velddrif) and two (2) rural settlements (the Moravian Church settlements of Goedverwacht and Wittewater) within an area of approximately 4 407.04 km². The municipal area stretches from Piketberg in the South to Redelinghuis in the North, and from Velddrif/Laaiplek in the West, on the Atlantic Ocean, to Porterville in the East. The Municipal area is indicated in Figure 1.

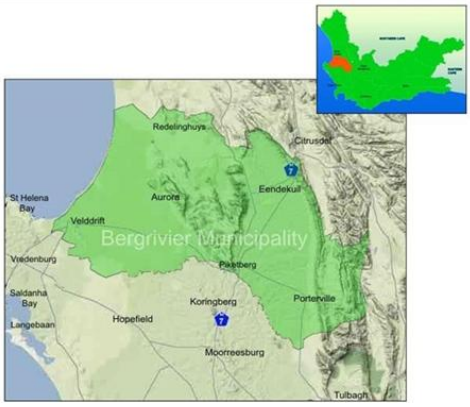

Figure 1: Map of Bergrivier Municipality

2.2 Noordhoek is a mainly high-density residential neighbourhood, with some medium-density residential development, within Laaiplek/Velddrif. The planning area covers approximately 228 hectares and includes the full footprint of the Noordhoek neighbourhood and adjacent parcels of land. The area is bounded by Jameson Street and Church Avenue along its Western and Southern edges, the Eastern perimeter of Erf 1283, Velddrif and the Northern perimeter of the Remainder of Erf 471, Laaiplek. The study area is indicated in Figure 2.

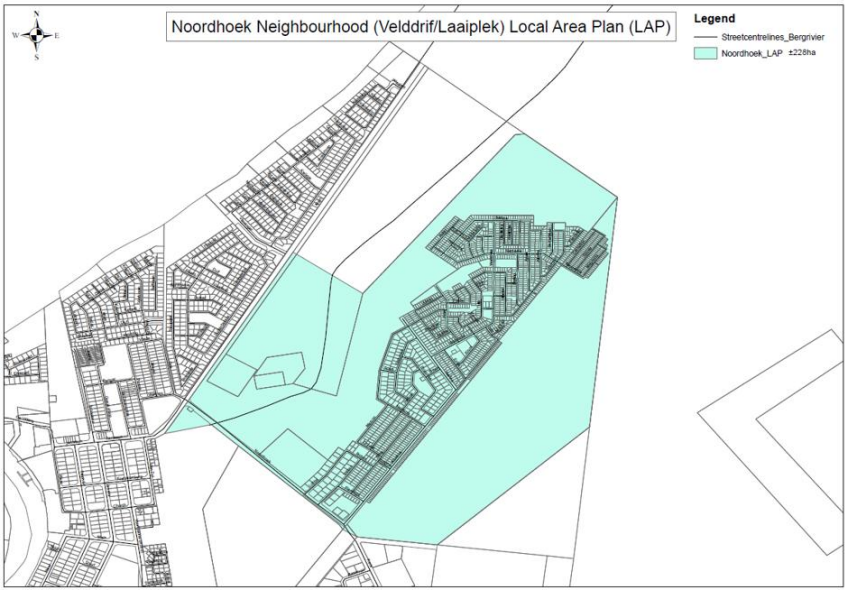

Figure 2: Proposed Noordhoek Neighbourhood (Velddrif/Laaiplek) LAP Project Area

2.3 The Noordhoek Neighbourhood (Velddrif/Laaiplek) LAP is supported through the Western Cape Government Regional Socio-Economic Projects (RSEP) Programme under Category 2a: Local Area Planning. The plan must build on the Bergrivier Spatial Development Framework 2024-2029, the 2014 Velddrif-Laaiplek Precinct Plan, applicable municipal sector information and the Environmental Management Framework, while updating and localising previous planning for the Noordhoek neighbourhood. The key problem is that the Noordhoek neighbourhood does not yet have a sufficiently detailed, current and implementation ready local area plan to guide coordinated public investment, land use decision making, infrastructure planning, housing responses, public space improvements, community facility planning and local economic development. Without such a plan, future interventions risk being fragmented, reactive or difficult to prioritise and fund.

3. PROJECT DESCRIPTION

3.1 The Noordhoek Neighbourhood (Velddrif/Laaiplek) must meet the criteria set out in Section 9 (Local Spatial Development Framework) of the Bergrivier Municipal: By-law on Municipal Land Use Planning dated 11 December 2020.

3.2 The appointed Service Provider must structure the project methodology, specialist inputs, engagement process and deliverables to achieve the core LAP outputs.

3.3 The LAP must respond to the current conditions, development pressures, community needs and implementation priorities of Noordhoek. It must build on existing municipal and provincial planning information, including the 2014

Velddrif/Laaiplek Precinct Plan, the Bergrivier Spatial Development Framework 2024-2029, sector plans, available GIS information, infrastructure inputs and the Environmental Management Framework, while undertaking targeted additional analysis and engagement to close identified gaps.

3.4 The Noordhoek Neighbourhood (Velddrif/Laaiplek) must consist of the following sections:

a) **Introduction:** (Purpose, background, and process followed to compile the Noordhoek Local Area Plan.**)**

b) **Legal / Policy Context**

c) **Status Quo:** (Assessment including syntheses of Spatial Challenges, Opportunities, Constraints and Risks.)

- Policy/strategy context
- Bio-Physical Context
- Socio-Economic Context
- Built Environment

(above inclusive of population/demographic profile, a macro-economic profile, housing context, back yarding, informality, access to/supply of facilities and services, infrastructure, public transport, mobility...etc)

d) **Vision and Concept**

e) **Spatial Strategy**

f) **Composite Local Area Plan**

The Noordhoek Neighbourhood (Velddrif/Laaiplek) must be evidence-led, outcomes-based, community-informed and implementation-oriented. The plan must establish a clear local spatial vision for the Noordhoek neighbourhood; improve movement, pedestrian access, public transport links and road connectivity; strengthen integration with employment areas and the wider Velddrif/Laaiplek settlement; improve access to social and community facilities; plan for public open space, civic amenities and the public realm; respond to environmental constraints and climate change risks; guide the future use of municipal land; consider the planned eastern extension of the Noordhoek neighbourhood; align land use, infrastructure, transport, housing and community needs; and translate the spatial strategy into prioritised interventions. The scope must include, but is not limited to:

Given Noordhoek's character as a predominantly high-density residential neighbourhood, the LAP must place specific emphasis on practical, community level focus areas that respond to the needs commonly associated with the residential areas. These focus areas must be tested through technical analysis and community engagement and

translated into spatial proposals, implementation actions, indicative budgets, phasing and responsible parties.

- **Establish a clear local spatial vision for the Noordhoek neighbourhood**: define how the neighbourhood should function, grow and integrate with the wider Velddrif / Laaiplek settlement over the short, medium and longer term.
- **Improve movement**: assess local access, pedestrian movement, public transport links, road connections and barriers to movement, and identify interventions that improve safe and convenient access within Noordhoek and to surrounding areas.
- **Strengthen integration with employment areas and the wider settlement**: identify how Noordhoek can be better connected to nearby economic opportunities, public facilities, movement routes and the broader urban structure of Velddrif and Laaiplek.
- **Improve access to social and community facilities**: assess existing and future needs for civic, social, recreational and community facilities, and identify priority locations and interventions to improve access and service coverage.
- **Plan for public open space, civic amenities and the public realm**: identify opportunities to improve parks, open spaces, pedestrian environments, safety, amenity and the overall quality of the neighbourhood environment.
- **Plan for a sustainable neighbourhood**: to develop a plan that is responsive to identified environmental constraints and opportunities and climate change risks and thereby promotes principles of sustainable neighbourhood development.
- **Guide the future use of municipal land**: assess municipal land parcels and their potential contribution to housing, community facilities, public space, access, infrastructure or other priority neighbourhood needs.
- **Respond to the planned eastern extension of the Noordhoek neighbourhood**: consider the spatial, infrastructure, movement, housing and community facility implications of future growth to the east of the existing neighbourhood.
- **Align land use, infrastructure, transport and community needs**: ensure that future development proposals are supported by realistic infrastructure, movement, service and implementation considerations.
- **Prepare an implementation-focused plan**: translate the spatial strategy into prioritised projects, phasing, indicative budgets,

responsible parties and possible funding sources to support practical delivery.

g) **Implementation Plan**

The Implementation Plan must identify prioritised programmes and projects, phasing, indicative budgets, responsible parties, possible funding sources and partners, quick-win actions, medium- and longer-term interventions, implementation risks and practical monitoring mechanisms. All implementation proposals must be based on low-maintenance, durable, cost-effective and locally manageable solutions that are realistic within municipal maintenance capacity and lifecycle cost constraints. It must distinguish between actions that can be advanced through the current planning project and future capital, operational or technical work that must be packaged for IDP, municipal budget, RSEP or other grant-funding processes in a realistic and cost-effective manner.

The Implementation Plan must not be limited to a list of stand-alone projects. It must identify the key aspects that the Noordhoek LAP must address as a high-density residential neighbourhood, translate each aspect into possible short-, medium- and long-term implementation actions, identify the responsible government sphere for each aspect and possible future intervention, indicate whether the lead responsibility is local, provincial, national or shared, identify supporting partners where applicable, and provide broad indicative costing intervals to assist with future budgeting, grant applications and implementation packaging.

Timeframe	Aspect to be addressed by the LAP	Planning requirement / output expected from the LAP	Indicative costing interval for possible future implementation
Short term: 0–2 years	Pedestrian safety, walkability and traffic calming	The LAP must assess pedestrian movement, unsafe crossings, desire lines, traffic speed, lighting, school and facility access, links to public transport stops and barriers to safe walking and must identify low-maintenance priority interventions for future implementation.	R500 000 – R3 million
Short term: 0–2 years	Access to social and community facilities	The LAP must assess existing and future needs for civic, social, recreational, ECD, sport, library, health and social support facilities, identify service gaps and	R300 000 – R2 million

		accessibility constraints, and recommend priority facility responses and possible locations.	
Short term: 0–2 years	Future use of municipal land	The LAP must assess municipal land parcels and determine their potential contribution to housing, public facilities, open space, access, infrastructure, local economic activity or other priority neighbourhood needs.	R100 000 – R500 000
Short term: 0–2 years	Public transport stops access, passenger facilities and safety	The LAP must identify existing and required public transport stopping points, passenger waiting areas, pedestrian desire lines, safety concerns and priority locations for basic low-maintenance shelters, seating, lighting, signage and refuse facilities.	R250 000 – R1.5 million
Medium term: 3–5 years	Public transport demand, routes and neighbourhood access	The LAP must assess public transport demand, taxi operations, walking distances to stops, route coverage, passenger safety and links to Velddrif, Laaiplek, schools, employment areas and community facilities, and must identify practical route, stop and access improvements.	R500 000 – R3 million
Medium term: 3–5 years	Integrated movement network and settlement connectivity	The LAP must assess internal circulation, local and external road links, pedestrian and NMT corridors, public transport integration and the relationship between Noordhoek, Velddrif/Laaiplek, employment areas, community facilities and future growth areas.	R2 million – R10 million
Medium term: 3–5 years	Taxi operations, lay-bys and passenger transfer areas	The LAP must assess the need for taxi lay-bys, passenger transfer areas, turning space, lighting, pedestrian crossings, signage, refuse management and low-maintenance hard landscaping where demand and operations justify formalisation.	R2 million – R12 million

Medium term: 3–5 years	Priority public realm and recreation focus areas	The LAP must identify priority locations for higher-quality parks, recreation spaces, pedestrian environments, safety improvements and low-maintenance public realm investment.	R1 million – R8 million
Medium term: 3–5 years	Local economic opportunity and access to employment	The LAP must assess trading activity, small business needs, taxi/vendor interfaces, access to employment routes, neighbourhood-level economic activity areas and links to wider Velddrif/Laaiplek economic opportunities.	R500 000 – R5 million
Medium term: 3–5 years	Neighbourhood trading and service nodes	The LAP must identify neighbourhood trading and service nodes comprising formalised trading bays, small retail premises, community market space and support infrastructure, designed to stimulate local enterprise development, create employment opportunities and improve access to goods and services for Noordhoek residents. The assessment must prioritise population catchment, pedestrian movement, public transport and non-motorised transport accessibility, safety and surveillance, infrastructure availability and visibility. Sites near existing pedestrian desire lines, taxi activity, community facilities, schools or local convenience shopping opportunities should be prioritised, as people movement, accessibility and foot traffic will be key determinants of long-term viability.	R1 million – R8 million
Medium term: 3–5 years	Stormwater, environmental constraints and climate resilience	The LAP must assess local drainage, flooding, green infrastructure, environmental risks, sensitive areas, retention opportunities, erosion control and climate-adaptation priorities affecting future development and	R2 million – R15 million

		neighbourhood resilience.	
Long term: 6+ years	Long-term public transport corridors and mobility hubs	The LAP must assess the need for longer-term public transport corridors, neighbourhood mobility hubs, NMT links and passenger facilities connecting Noordhoek with Velddrif, Laaiplek, employment areas, schools, clinics, civic facilities and future eastern extension areas.	R10 million – R50 million+
Long term: 6+ years	Eastern neighbourhood extension and future growth	The LAP must assess the spatial, infrastructure, movement, housing, public transport, open space and community facility implications of future eastern growth and identify how this area should integrate with the existing neighbourhood.	R20 million – R150 million+
Long term: 6+ years	Higher-order community and social infrastructure needs	The LAP must assess the need for higher-order education, health, social development, sport, recreation or multi-purpose community facilities and identify possible locations, land requirements, responsible departments and implementation dependencies.	R10 million – R100 million+

The costing intervals are indicative order-of-magnitude ranges only and must be refined through the LAP process, technical feasibility assessment, municipal infrastructure inputs, community and stakeholder engagement, and future capital budgeting processes. The final implementation plan must clearly distinguish between planning actions, operational actions, capital projects and projects requiring external grant funding or intergovernmental support.

For each aspect addressed in the LAP, the Service Provider must clearly identify the responsible sphere of government, including whether implementation is primarily a Bergrivier Municipality responsibility, a Western Cape Government sector department responsibility, a national government funding or sector responsibility, or a shared intergovernmental responsibility. Where responsibility is shared, the LAP

must distinguish between the lead institution, supporting departments, funding partners and municipal coordination role.

As a base principle, the Service Provider must ensure that all proposed projects, public realm upgrades, open space interventions, infrastructure recommendations, mobility improvements and community facility proposals are designed to be low maintenance. Proposals must favour robust materials, simple design solutions, water-wise landscaping, energy-efficient lighting, vandal-resistant fittings where appropriate, ease of municipal repair, affordable operations and maintenance requirements, and clear responsibility for long-term upkeep.

4. PROJECT DELIVERABLES

4.1 Project Initiation

4.1.1 The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in an Inception Report.

4.1.2 The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing mutually agreed upon as per the Project Plan.

4.1.3 The Inception Report must confirm the project understanding refined methodology, detailed work programme, stakeholder and public participation plan, data requirements, risk register, reporting arrangements, deliverable schedule, meeting programme, quality assurance arrangements and proposed payment milestones.

4.2 Deliverables

4.2.1 The deliverables for the phases listed in the Inception Report must be submitted to the Municipality on completion, in accordance with the timeframes outlined in the comprehensive Project Plan and the RSEP-aligned programme. The deliverables must include the following:

a) **Inception Report**, including project plan, detailed programme, consultation plan, risk register and information request schedule.

b) **Situational Analysis Report** covering policy context, spatial structure, land use, public land, housing, community facilities, socio-economic profile, infrastructure, transport and mobility, environmental constraints, risks and opportunities.

c) **Synthesis Report** including key issues, constraints, opportunities, risk considerations, SWOT analysis and agreed planning implications.

d) **Strategy Framework and Spatial Concept**, including local vision, structuring principles, development options, preferred concept,

movement and access proposals, environmental and open space framework, land use direction and integration proposals.

e) **Draft Local Area Plan** containing spatial restructuring proposals, land use guidelines, municipal land proposals, community facility proposals, housing inputs, infrastructure and mobility inputs, public realm proposals and urban design guidelines.

f) **Implementation Plan** identifying prioritised programmes and projects, phasing, indicative budgets, responsible parties, possible funding sources, partners, quick-win actions, medium- and longer-term interventions and implementation risks.

g) **Final Local Area Plan** incorporating comments received from the Municipality, PSC, RSEP Programme Office, stakeholders and the public, together with all maps, GIS data, editable reports, presentation material and close-out documentation.

4.4 **Project Close-Out**

4.4.1 On completion of the project, the Service Provider must prepare a Project Close-Out Report including:

a) An overview of the process followed
b) A description of the public participation process followed
c) An outline of the portfolio of deliverables and evidence submitted
d) Any areas of concern that were not addressed in the compilation, the reasons for this and recommendations on how to take it forward.

5. TECHNICAL SPECIFICATIONS AND DELIVERABLES

5.1 Detailed specifications for the final draft Noordhoek Local Area Plan deliverables are:

a) All reports must be submitted in editable electronic format and PDF format, with clear maps, diagrams, tables, implementation schedules and supporting annexures. GIS deliverables must be supplied in a format compatible with the Municipality's GIS environment, including shapefiles or geodatabase layers, map layouts and metadata where applicable.
b) The Local Area Plan must include, as a minimum, a situational analysis, synthesis and SWOT analysis, strategy framework, composite LAP, land use and urban design guidelines, infrastructure and housing inputs, public open space and public realm proposals, and a practical implementation plan.
c) The Service Provider must ensure that all proposals are technically realistic, financially conscious, spatially integrated, community-informed and capable of informing future municipal budgeting, IDP processes, SDF review processes, sector planning, grant applications and implementation partnerships.

6. PUBLIC PARTICIPATION

6.1 The process for the preparation of the Noordhoek Neighbourhood (Velddrif/Laaiplek) LAP, inclusive of public participation, must meet the criteria set out in Chapter 4 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), the Bergrivier Land Use Planning By-law and the RSEP requirement for meaningful public participation and, where possible, a community co-design approach. As a minimum, the participation process should include:

6.2 The Service Provider must prepare accessible engagement material, facilitate community meetings, ward-based focus groups, stakeholder interviews, co-design workshops where feasible, provide public feedback and written comment opportunities. Engagement must include local residents, community organisations, businesses and traders, taxi associations where relevant, municipal line functions, ward councillors, provincial departments and the RSEP Programme Office. All issues raised must be recorded, considered and reflected in the relevant project reports, with clear feedback on how inputs informed the proposals.

7. REPORTING AND MEETINGS

7.1 The appointed Service Provider will report to the Manager Planning and Environmental Management at the Bergrivier Municipality,

7.2 A Project Steering Committee (PSC) will be established to provide strategic direction and oversee project execution. The PSC will include Bergrivier Municipality representatives from Town Planning and Environmental Management and relevant municipal line functions, the appointed Service Provider, the RSEP Programme Office representative from the Western Cape Government Department of Environmental Affairs and Development Planning, and other provincial or stakeholder representatives as required. The PSC will review and approve milestone outputs, monitor programme and budget performance, consider risks, provide technical direction and ensure alignment with RSEP objectives and municipal implementation requirements.

7.3 The PSC will monitor the progress of the project and will actively participate in it. At the PSC meetings issues will be discussed, proposals debated, and direction of the project will be determined,

7.4 The PSC will meet monthly (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed project timelines and deliverables,

7.5 Should no PSC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Manager: Town Planning and Environmental Management at the Municipality,

7.6 Members of the PSC will ensure that all relevant available information pertaining to their functionality is made available to the PSC within reasonable timeframes,

7.7 The minimum engagements/meetings are summarized as follows:

Meetings / Engagements	**Estimated number of engagements/ meetings**	**Approximate number of hours per engagement/ meeting**	**Who from the Consulting Team must attend**
Project Steering Committee (PSC)	8	2 (x8) =16	At least Consultant's Project Manager
Council: • Mayor • Deputy Mayor • Speaker • Ward Councillors • (other Councillors identified)	3	2 (x3) =6	At least Consultant's Project Manager
Meetings with public / other representatives	8	2 (x8) =16	At least Consultant's Project Manager
Presentations (Mayco and Council)	2	1 (x2) =2	At least Consultant's Project Manager
TOTAL	**21**	**40**	

7.8 General arrangements applicable to the above-mentioned meetings are as follows:

a) The venue for PSC meetings will be decided upon by the Municipality.

b) The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Manager: Town Planning and Environmental Management will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes, and

c) The Service Provider shall be responsible for taking and drafting of minutes of all meetings and compiling the attendance register.

7.9 Bergrivier Municipality will be responsible for any publications / advertisements and associated costs related to the Noordhoek Neighbourhood (Velddrif/Laaiplek) LAP. Publications/ advertising are to be compliant with legislative prescripts.

8. COMPETENCIES OF THE SERVICE PROVIDER

8.1 A multi-disciplinary professional project team is required.

8.2 The Service Provider project team must have sound knowledge and vast experience in similar types of projects in the following specialist fields: spatial planning, land use management, project management, GIS, traffic engineering and civil engineering.

8.3 The **project manager should be a Professional Planner** (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration with South African Council for Planners (SACPLAN). **Bids that do not meet these requirements for the project manager will be disqualified.**

8.4 **Other than the project manager / professional planner**, the successful service provider's key professional team should at least consist of the following practitioners:

a) **A Professional Civil Engineer** with a minimum B-degree in Civil Engineering, professional registration with ECSA and proven experience in municipal infrastructure planning, bulk services assessment and development feasibility inputs.

b) **A GIS Practitioner** with an appropriate B-degree accredited GIS qualification or equivalent recognised qualification and proven experience in spatial analysis, mapping and municipal planning support.

c) **A Traffic or Transport Engineer** with a relevant civil, transport engineering or transportation planning qualification, ECSA registration where applicable, and proven experience in road network assessment, public transport, non-motorised transport and municipal mobility planning.

d) **An Environmentalist** with a degree in Environmental Management, Environmental Science, Natural Resource Management, Ecology, Geography or equivalent, with relevant environmental planning or assessment experience and EAPASA registration where applicable.

e) **An Urban Designer** with a degree in Urban Design, Architecture or equivalent, relevant professional registration where applicable, preferably SACAP, and proven urban design, precinct planning, public realm design and design guideline experience.

8.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement of the Municipality.

8.6 Service providers may have to employ other professionals to execute activities that require specific expertise. However, the successful Service Provider remains responsible for the delivery and quality control of all services, and the Municipality will not be bound by separate third-party agreements.

8.7 Knowledge, experience, and expertise applicable to the rewrite/ drafting of the Noordhoek Local Area Plan is listed below:

No.	Skillset	Knowledge, experience, and expertise
1.	**Spatial Planning**	• Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, and precinct planning, • Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling, • Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities, • Experience in land use planning/management, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments, • Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government

No.	Skillset	Knowledge, experience, and expertise
		sector, and • Sound understanding of SPLUMA, LUPA, the MSA and applicable local spatial development framework guideline documents.
2.	**Project management**	• Proven experience in managing multidisciplinary municipal planning projects, including project coordination, stakeholder engagement, public participation, programme and budget management, quality assurance, reporting, intergovernmental coordination and delivery of complex spatial planning projects within agreed timeframes and budgets.
3.	**Engineering**	• Proven experience in municipal engineering, infrastructure planning, infrastructure demand and capacity assessments, capital investment planning, service delivery and infrastructure implementation planning, including the preparation of practical and cost-effective infrastructure recommendations for municipal spatial planning or local area planning projects.
4.	**Geographic Information Systems (GIS) Practitioner**	• Proven experience in GIS analysis, spatial data management, spatial modelling, mapping, data capture, digitisation, geodatabase management, development constraint and opportunity analysis, and preparation of GIS deliverables for municipal spatial planning, local area planning or similar projects.
5.	**Traffic / Transport Engineer**	• Proven experience in traffic engineering, transport planning and municipal mobility planning for local area plans, precinct plans, spatial development frameworks or similar planning projects. • Ability to assess existing and future road network conditions, traffic movement, access, circulation, parking, public transport, pedestrian movement and non-motorised transport requirements. • Experience in identifying transport constraints, safety concerns, network capacity issues and opportunities for improved connectivity and integration between residential areas, employment areas, community facilities and public transport routes. • Ability to advise on practical, cost-effective transport and mobility interventions that support sustainable, safe, accessible and people-oriented neighbourhood development. • Knowledge of applicable South African transport

No.	Skillset	Knowledge, experience, and expertise
		planning standards, road access principles, municipal engineering requirements and relevant provincial or municipal transport policies. • Ability to prepare clear transport/mobility inputs, maps, recommendations and implementation actions for inclusion in the Local Area Plan.
6.	**Environmentalist**	• Proven experience in environmental planning, environmental assessment, bio-physical analysis, biodiversity and environmental sensitivity assessment, environmental risk identification, and preparation of practical environmental management recommendations for municipal spatial planning or local area planning projects.
7.	**Urban Designer**	• Proven experience in urban design, precinct planning, neighbourhood planning, public realm design, settlement restructuring, spatial integration, design guidelines, and preparation of practical urban design interventions and implementation actions for municipal spatial planning or local area planning projects.

8.8 **Declaration of Interest**: Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See attached declaration form.

9. RESPONSIBILITY OF THE SERVICE PROVIDER

9.1 The following broad roles and responsibilities apply to the Service Provider for the duration of this project:

a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the Service Provider in their bid,
b) To serve on the PSC and lead discussions relating to the Noordhoek Local Area Plan in accordance with an agenda,
c) Presenting detailed monthly project progress reports at PSC meetings,
d) Any public participation processes as per the legislative requirements,
e) Facilitation of workshops with officials, councillors and provincial and national departments as required, to ensure all parties are well informed and contribute to the Noordhoek Local Area Plan preparation process,

f) The project manager from the Service Provider team will be required to be present at all meetings, presentations, and public participation sessions,
g) Preparing the draft invitations and agendas for all meetings,
h) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event,
i) The development of appropriate communication materials to support the effectiveness of the public participation process, and
j) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.

10. RESPONSIBILITY OF THE MUNICIPALITY

10.1 The following broad roles and responsibilities apply to the Municipality during the duration of this project:

a) Contractual and financial control,
b) Project leadership and management of critical path aspects,
c) Sharing of available GIS data,
d) Acceptance of all project deliverables,
e) Provide comments, technical assessment and vetting of all draft products,
f) Assist the Service Provider with the organization of all structured meetings,
g) Assist them with logistical arrangements including invitations, booking of venues and communication of timeslots,
h) Assist the Service Provider with the copying of documents as may be necessary prior to and after meetings and any workshops, and
i) Any aspect that may arise during the execution of the project and agreed upon by both parties.

11. PROJECT OR CONTRACT PERIOD

11.1 Bidders must structure their methodology, work plan, professional fees, specialist inputs, surveys, disbursements and VAT in a manner that is realistic, cost-effective and appropriate to the approved scope of work. The scope must prioritise the core LAP outputs and avoid unnecessary duplication of previous work by using existing municipal and provincial data wherever possible. Any proposed additional work beyond the approved scope must be clearly identified as optional or future work and may not create an expectation of additional appointment under this bid.

The project must be completed within the 2026/2027 financial year and **must be finalised by** no later than **30 June 2027**. The estimated programme outline is:

a) **Project inception and approval of the Service Provider's Inception Report: January 2027**.

b) **Situational analysis, stakeholder engagement and PSC approval**: January to February 2027.

c) **Strategy framework, spatial concept and options testing**: February to March 2027.

d) **Draft Local Area Plan, public input, urban design guidelines and refinements**: March to April 2027.

e) **Implementation plan, final public input, final PSC approval and Council approval**: May 2027, with project close-out and all final submissions completed by no later than 30 June 2027.

However, the Service Provider must submit a detailed programme. The bid proposal must be realistic, milestone-based and responsive to the project scope, programme and reporting requirements.

12. REQUESTS FOR CLARIFICATION AND BID PRESENTATIONS

12.1 Interested parties considering submitting a bid may submit written requests relating to matters requiring clarity. Any information provided in response to such requests will be copied to all interested parties.

13. BID CRITERIA

13.1 For the Municipality to evaluate the bid, the bidder must adhere and comply with the requirements set out in this section. Tenders will be evaluated as follows:

<u>Stage 1: Compliance</u>

Only tenders complying will be considered for evaluation in stage 2.

<u>Stage 2: Preferential Procurement</u>

In stage 2 qualifying tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Bergrivier Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

13.2 The following is required for evaluation of the Tender's **Compliance**:

a) Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each

member's technical competence with 10 years' referenced experience in relation to the project's objectives and track record of relevant expertise. For points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work and the number of years' experience related to the nature of the work required should be clearly indicated.

b) Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance, and explaining the technical approach that would be adopted to address these.

c) **Project Plan** detailing the roll-out of the project, including an organisational chart and work breakdown structure that complies with the scope of work, i.e.:

i. A detailed breakdown of the various tasks, subtasks, calendar time allocation,
ii. resources allocated, major activities and milestones relative to cash flow expectations,
iii. a schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (including VAT), and
iv. detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements, and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

Failure to comply with any of the above will render the tender non-responsive.

14. INTELLECTUAL PROPERTY

14.1 Copyright, patent rights and other similar rights in any works, products or digital/spatial information created because of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

14.2 All information documents, digital/spatial information, records and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.

15. DECLARATION OF CONFIDENTIALITY

The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

16. FINANCIAL PAYMENTS

Payments will be made only for work performed to the satisfaction of the Municipality. Original invoices to substantiate all costs must be provided. The invoices should include the Municipality's order number that will be provided upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved.

17. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Corporate Services are due to reasons attributable to the Service Provider during any phase of the project shall be borne by the Service Provider.

18. OUTCLAUSE

18.1 The Bergrivier Municipality reserves the right not to appoint if suitable candidates are not found.

18.2 The Bergrivier Municipality reserves the right to terminate the contract if there is clear evidence of non-performance.

19. PRICE SCHEDULE

No.	Deliverable / Milestone	Price excluding VAT (R)	VAT (R)	Price including VAT (R)
1	**Inception Report**, including project plan, detailed programme, consultation plan, risk register and information request schedule.	R _____	R _____	R _____
2	**Situational Analysis Report** covering policy context, spatial structure, land use, public land, housing, community facilities, socio-economic profile, infrastructure, transport and mobility, environmental constraints, risks and opportunities.	R _____	R _____	R _____
3	**Synthesis Report** including key issues, constraints, opportunities, risk considerations, SWOT analysis and agreed planning implications.	R _____	R _____	R _____
4	**Strategy Framework and Spatial Concept**, including local vision, structuring principles, development options, preferred concept, movement and access proposals,	R _____	R _____	R _____

No.	Deliverable / Milestone	Price excluding VAT (R)	VAT (R)	Price including VAT (R)
	environmental and open space framework, land use direction and integration proposals.			
5	**Draft Local Area Plan** containing spatial restructuring proposals, land use guidelines, municipal land proposals, community facility proposals, housing inputs, infrastructure and mobility inputs, public realm proposals and urban design guidelines.	R _____	R _____	R _____
6	**Implementation Plan** identifying prioritised programmes and projects, phasing, indicative budgets, responsible parties, possible funding sources, partners, quick-win actions, medium- and longer-term interventions and implementation risks.	R _____	R _____	R _____
7	**Final Local Area Plan and Project Close-Out**, incorporating comments received from the Municipality, PSC, RSEP Programme Office, stakeholders	R _____	R _____	R _____

No.	Deliverable / Milestone	Price excluding VAT (R)	VAT (R)	Price including VAT (R)
	and the public, together with all maps, GIS data, editable reports, presentation material and close-out documentation.			
	TOTAL TENDER PRICE	**R** _____	**R** _____	**R** _____

Pricing notes: Tenderers must provide a fixed price for each deliverable. Prices must include all professional fees, specialist inputs, project management, meetings and engagement activities, travel, subsistence, accommodation, surveys, data collection, mapping, GIS work, design, printing, reproduction, disbursements and all other costs necessary to complete the scope. VAT must be shown separately. The total tender price must equal the sum of all seven deliverables and will be used for tender evaluation and contract purposes.

21. CONTACTABLE OFFICIALS FOR CLARIFICATION

Enquiries can be addressed to:

Enquiries related to these **Terms of Reference** can be directed to:

Name of Official	Tel. number	Email Address
Werner Wagener	022 913 6000 022 913 6046	wagenerw@bergmun.org.za

14. 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 mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.

QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

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

15. 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 *(If nil, enter **NIL**)*				

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			

16. 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				
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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			

17. 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				
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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)	

18. 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 8/3/63-2026 MN242-2026**

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:			
Name of witness:	*(Insert name and address of organization)*	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:			

19. 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'									
Are you/is the firm a registered VAT Vendor	**YES**						**NO**			
If "YES", please provide VAT number										

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.

20. 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 Fax: (022)913 1380
E-mail: wilschuts@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

15 October 2026

SCHEDULE

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

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and Quarrying	Medium	250	210.0 million
	Small	50	50.0 million
	Micro	10	15.0 million
Manufacturing	Medium	250	170.0 million
	Small	50	50.0 million
	Micro	10	10.0 million
Electricity, Gas and Water	Medium	250	180.0 million
	Small	50	60.0 million
	Micro	10	10.0 million
Construction	Medium	250	170.0 million
	Small	50	75.0 million
	Micro	10	10.0 million
Retail, motor trade and repair services.	Medium	250	80.0 million
	Small	50	25.0 million
	Micro	10	7.5 million
Wholesale	Medium	250	220.0 million
	Small	50	80.0 million
	Micro	10	20.0 million
Catering, Accommodation and other Trade	Medium	250	40.0 million
	Small	50	15.0 million
	Micro	10	5.0 million
Transport, Storage and Communications	Medium	250	140.0 million
	Small	50	45.0 million
	Micro	10	7.5 million
Finance and Business Services	Medium	250	85.0 million
	Small	50	35.0 million
	Micro	10	7.5 million
Community, Social and Personal Services	Medium	250	70.0 million
	Small	50	22.0 million
	Micro	10	5.0 million

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

Initial