



## BERGRIVIER MUNICIPALITY

**TENDER NO: 8/3/9-2026 (MN23-2026)**

### **ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG INDUSTRIAL AREA.**

#### **PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT)</b>			
<b>B-BBEE LEVEL</b>			
<b>MUNICIPAL AREA:</b>			
<b>PLEASE REFER TO PAGE 50 AND TICK AS APPROPRIATE: SMME</b>	<b>MICRO</b>	<b>SMALL</b>	<b>MEDIUM</b>

**FEBRUARY 2026**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**  
Mr. Werner Wagener  
Town and Regional Planner: Piketberg  
  
Tel (W): 022 9136000  
Email: [wagenerw@bergmun.org.za](mailto:wagenerw@bergmun.org.za)



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/9-2026 / MN23-2026: ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG**

**TENDERS** are hereby invited from service providers for the alienation of various municipal properties in Piketberg, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/9-2026 / MN23-2026: Alienation of various municipal properties in Piketberg**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Monday, 16 March 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.**

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

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

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

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

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

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**MN23-2026**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**13 February 2026**



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/2026 / MK23-2026: VERVREEMDING VAN VERSKEIE MUNISIPALE ERWE IN PIKETBERG**

**TENDERS** word hiermee aangevra vanaf diensverskaffers vir die vervreemding van verskeie munisipale erwe in Piketberg, soos uiteengesit in die spesifikasies.

Tenders, in verseëlde koeverte en duidelik buite-op gemerk "**Tender 8/3/2026 / MK23-2025: Vervreemding van verskeie munisipale erwe in Piketberg**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00 op Maandag, 16 Maart 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 Municipaliteit 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 Municipaliteit se webtuiste ([www.bergmun.org.za](http://www.bergmun.org.za)) teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **nie-terugbetaalbare tenderfooi van R70.00** by Mn. Coellin Julius by tel. no. (022) 913 6121 of e-pos: [juliusc@bergmun.org.za](mailto:juliusc@bergmun.org.za), gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mn. Werner Wagener by tel. no. (022) 913 6000 of e-pos: [wagenerw@bergmun.org.za](mailto: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 voltooí 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 (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffersdatabasis (SDB) nommer (MAAA....), moet saam met die tenderdokument ingedien word. Nie-nakoming hiervan sal die uitslag van die tender ongeldig verklaar.

Slegs tenders wat in **swart geskrewe ink** voltooí is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige of tenders ontvang per faks of e-pos, sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs van 'n tender gesien word nie. Die Raad is nie verplig om die laagste of enige tender te aanvaar nie. Die Raad behou die reg voor om enige tender of gedeelte daarvan te aanvaar. Indien goeie prys vir items ontvang word kan Raad die hoeveelhede aanpas om voordeel daaruit te trek.

**MUNISIPALE KANTORE  
KERKSTRAAT 13  
PIKETBERG  
7320**

**MK23-2026**

**ADV. HANLIE LINDE  
MUNISIPALE BESTUURDER**

**13 Februarie 2026**



## BERGRIVIER MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER:	TENDER 8/3/9-2026 MN23-2026					
TENDER TITLE:	ALIENATION OF VARIOUS MUNICIPAL PROPERTIES IN PIKETBERG INDUSTRIAL AREA.					
CLOSING DATE:	16 MARCH 2026		CLOSING TIME:	12h00		
SITE MEETING:	DATE:	NONE	TIME:	NONE	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be <u>disqualified</u></i>						
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 & SCM ENQUIRIES	Mr. Coellin Julius	022 913 6000	juliusc@bergmun.org.za



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



## BERGRIVIER MUNICIPALITY

### 1. CHECKLIST

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

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	<b>Yes</b>	<b>No</b>	
<b>Is each page of the contract conditions signed</b>	<b>Yes</b>	<b>No</b>	
<b>Tax Clearance Certificate -VALID</b> Tax Clearance Certificate attached/ Tax compliance pin?	<b>Yes</b>	<b>No</b>	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate or the original B-BBEE Certificate</b> attached?	<b>Yes</b>	<b>No</b>	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>Proposal</b> - Is the proposal duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>Form of Offer</b> - Is the form duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	<b>Yes</b>	<b>No</b>	
<b>This is a two envelope bidding document – Is the pricing and BBBEE certificate in a different envelope</b>			

*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			

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**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**

<b>Date Resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated Authorized Signatory</b>			
<b>Capacity</b>			
<b>Specimen Signature</b>			
<b>Full name and surname of ALL Director(s) / Member (s)</b>			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
<b>Is a CERTIFIED COPY of the resolution attached?</b>		YES	NO



**BERGRIVIER MUNICIPALITY**

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

**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



**BERGRIVIER MUNICIPALITY**

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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### 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

\_\_\_\_\_, authorized signatory of the  
Company/Close Corporation/Partnership (name) \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of lead partner,  
to sign all documents in connection with the tender offer and any contract resulting from it on  
our behalf.

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

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

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

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

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



#### 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 price" means the price payable to the Municipality under the contract.
- 1.3. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.4. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.5. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.6. "Day" means calendar day.
- 1.7. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.8. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.9. "GCC" means the General Conditions of Contract.
- 1.10. "Project site" where applicable, means the place indicated in bidding documents.
- 1.11. "Purchaser" means the organization purchasing the property.
- 1.12. "Republic" means the Republic of South Africa.
- 1.13. "Tort" means in breach of contract.
- 1.14. "Written" or "in writing" means handwritten in black ink or any form of electronic or mechanical writing.

##### 2. Application

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

### **4. Standards**

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

- 5.1. The Buyer shall not, without the purchaser's prior written consent, disclose the contract, or
- 5.2. The Buyer shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

### **6. Performance security**

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

### **7. Payment**

- 7.1. The method and conditions of payment to be made to the Municipality under this contract shall be specified.
- 7.2. Payments shall be made by the purchaser **no later than thirty (30) days** after the award letter.
- 7.3. Payment will be made in Rand.

### **8. Assignment**

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



## 9. Penalties

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

## 10. Termination for default

- 10.1. The Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the buyer, may terminate this contract in whole or in part:
  - 10.1.1. if the Buyer fails to perform any other obligation(s) under the contract; or
  - 10.1.2. if the buyer, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 10.2. If a Municipality intends imposing a restriction on a buyer or any person associated with the buyer, the Municipality will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.
- 10.3. If a restriction is imposed, the Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - 10.3.1. the name and address of the buyer and / or person restricted by the Municipality;
  - 10.3.2. the date of commencement of the restriction
  - 10.3.3. the period of restriction; and
  - 10.3.4. 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.
- 10.4. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable



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difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### 12. Termination for insolvency

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

### 13. Settlement of Disputes

- 13.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the Municipality in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 13.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the Municipality may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 13.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 13.4. Notwithstanding any reference to mediation and/or court proceedings herein,
  - 13.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

### 14. Limitation of liability

- 14.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - 14.1.1. the buyer shall not be liable to the Municipality, whether in contract, tort, or otherwise,
  - 14.1.2. the aggregate liability of the buyer to the Municipality, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing.

### 15. Governing language

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

### 16. Applicable law

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

### 17. Notices

- 17.1. Every written acceptance of a bid shall be posted to the purchaser concerned by e-mail.
- 17.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



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### 18. Taxes and duties

- 18.1. A foreign Buyer shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 18.2. A local Buyer shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 18.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 18.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 19. Transfer of contracts

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

### 20. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### 21. Prohibition of restrictive practices.

- 21.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 21.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 21.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



## BERGRIVIER MUNICIPALITY

### 5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the "**TENDER NUMBER: 8/3/9-2026 MN23-2026**" clearly endorsed on both envelopes, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The 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 the front page.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for Purchasers 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 **Due to the two stage bidding the proposal will be considered, whereafter the accepted proposals second envelope will be considered. – If the proposal and pricing is in one envelope the tender will be considered as non-responsive.**



## BERGRIVIER MUNICIPALITY

7 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**:

7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

7.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

8 This bid will be evaluated and adjudicated according to the following criteria:

8.1 Relevant specifications

8.2 Economic investment in Bergrivier Municipality – Proposal.

8.3 Value for money

8.4 Capability to execute the contract

8.5 PPPFA & associated regulations

### 9 Service Level Agreement

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

### 10 Centralised Supplier Database

**Not applicable**



## BERGRIVIER MUNICIPALITY

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

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

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

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

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

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

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



## 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<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

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

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

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

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



## BERGRIVIER MUNICIPALITY

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



## BERGRIVIER MUNICIPALITY

3.13.1.	If so, furnish particulars:		
3.14.	<b>Please provide the following information on ALL directors/shareholders/trustees/members below:</b>		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number
<b>NB:</b>			
<b>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</b> <b>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</b>			

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

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

**BERGRIVIER MUNICIPALITY****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			



## 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



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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:

<b>POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000</b>		For office use
	POINTS	
<b>PRICE</b>	80	
<b>SPECIFIC PARTICIPATION GOALS</b>		
Bergrivier Jurisdiction	10	
West Coast jurisdiction	5	
Western Cape Province	3	



## BERGRIVIER MUNICIPALITY

South Africa	2
<b>BBBEE SCORE CARD</b>	
	10
<b>TOTAL</b>	100

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



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**“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



## BERGRIVIER MUNICIPALITY

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



## BERGRIVIER MUNICIPALITY

### 3.6 POINTS AWARDED FOR PRICE

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

80/20 or

90/10

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

Where

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



## BERGRIVIER MUNICIPALITY

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### 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?

.....



## BERGRIVIER MUNICIPALITY

**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

1. ....

2. ....

SIGNATURE(S) OF BIDDERS(S)

DATE: ....

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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:			



## BERGRIVIER MUNICIPALITY

### 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).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

#### **BERGRIVIER MUNICIPALITY**

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word

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



## BERGRIVIER MUNICIPALITY

“competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



## BERGRIVIER MUNICIPALITY

## 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



## BERGRIVIER MUNICIPALITY

### 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 registration number with the office of the Compensation Commissioner:

#### NOTE:

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

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



## BERGRIVIER MUNICIPALITY

## 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:	



BERGRIVIER MUNICIPALITY

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## PART B – SPECIFICATIONS AND PRICING DATA



## BERGRIVIER MUNICIPALITY

**UNSERVICED ERVEN IN  
NORTHERN EXPANSION OF PIKETBERG INDUSTRIAL AREA  
(FILE No.: Farm 241 PB)**

## TENDER SPECIFICATIONS

1. Extract from Council resolution RVN015/01/2026 dated 20 January 2026, applicable to tenders submitted:

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

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

Erf Numbers	m <sup>2</sup>	Reserve Price
Erf 4489, Piketberg	43911	R 5 215 000.00
Erf 4546, Piketberg	43938	R 5 215 000.00
Erf 4547, Piketberg	20149	R 3 540 000.00
Erf 4551, Piketberg	6672	R 1 585 000.00
Erf 4552, Piketberg	6672	R 1 585 000.00
Erf 4550, Piketberg	6672	R 1 585 000.00
Erf 4549, Piketberg	6672	R 1 585 000.00
Erf 4548, Piketberg	6672	R 1 585 000.00
Erf 4474, Piketberg	6674	R 1 585 000.00
<b>TOTAL</b>	<b>148032.00</b>	<b>R 23 479 000.00</b>

**NOTE:** Please indicate YES or NO in the box below you indicate that you are aware and accept the conditions set out by the Municipality.

NO	DESCRIPTION	TO BE COMPLETED BY TENDERER
1.2	That the erven be made available by means of tender advertised for 30 days,	Yes / No
1.3	The properties are only being marketed for the purposes of developing it in accordance with the zoning thereof,	Yes / No
1.4	Transfer and registration cost at the Deeds Office will be for the account of the successful tenderers,	Yes / No
1.5	<p><b>The properties will only be serviced during the Municipality's 2026/2027 and 2027/2028 financial years.</b></p> <p>a) Road and stormwater, water and sanitation will be provided during the 2026/2027 financial year, and</p> <p>b) Electricity will be provided during the 2027/2028 financial year.</p>	Yes / No



## BERGRIVIER MUNICIPALITY

	<p>Until the properties are fully serviced, the Municipality cannot be held liable for the provision of services, other than what is currently available. Potential purchasers will have to plan utilisation of the erven; accordingly, this must be included as a stipulation of the tender.</p> <p><b>(NOTE: This point will be imposed as title deed condition.)</b></p>	
1.6	That the successful tenderers will be responsible for the property's connection to Municipal engineering services, once services have been provided, at their own expense to the satisfaction of the Directorate of Technical Services,	Yes / No
1.7	That Bergrivier Municipality will be responsible for pointing out survey beacons at transfer of the properties,	Yes / No
1.8	<b>That a title deed condition be imposed which stipulate that: if a property sold is not developed by January 2029 property tax will be charged as if a structure to the value of R 2 000 000 (Two Million Rand) has been constructed on it,</b>  <b>(NOTE: This point will be imposed as title deed condition.)</b>	Yes / No
1.9	<p><b>Two-Stage Evaluation Process:</b></p> <p>(a) Stage 1 – Development Proposal</p> <p>(b) Stage 2 – Price (sealed offer): the reserve price / minimum offer indicated in table 1.1 above.</p>	Yes / No
2.	<p>That Erf 4474, Piketberg as well as Remainder Erf 4489, Piketberg be sold subject to the registration of a servitude over the sewer pipeline crossing these erven, and</p> <p>The successful bidder shall:</p> <ol style="list-style-type: none"> <li>connect the property to all required municipal services (e.g. water, sewer, electricity, roads), at own cost, and to the satisfaction of the Directorate: Technical Services,</li> <li>ensure that access to the property is obtained <u>only from Aloe Street</u>,</li> <li>obtain all necessary planning approvals, environmental authorisations, licences, and permits, at their own cost and risk, accept that no guarantees are given regarding the outcome of applications, and the Municipality shall not be held</li> </ol>	Yes / No



## BERGRIVIER MUNICIPALITY

	<p>liable for any resulting losses,</p> <p>iv. familiarise themselves with all applicable restrictions and conditions, including zoning, servitudes, title deed conditions, and environmental limitations, and</p> <p>v. accept that the property is sold <u>VOETSTOOTS</u>, with no warranties, express or implied, as to its condition or fitness for any intended purpose.</p>	
--	---	--

### **(a) STAGE 1 – DEVELOPMENT PROPOSAL**

ITEM	COMPULSORY REQUIREMENT  <b>(MUST BE CLEARLY DEMONSTRATED)</b>	TO BE <u>COMPLETED</u> <u>BY</u> <u>TENDERER</u>
<b>1</b>	The proposal must be in line with the Bergrivier Municipality: Spatial Development Framework, 2024-2029, which earmarks this area for industrial development.	Yes / No
<b>2</b>	The property is zoned Industrial Zone 2 (primary use Industry). Proposals must comply with the <u>Land Use Description</u> as well as the <u>Development parameters</u> of Industrial Zone 2.	Yes / No
<b>3</b>	Demonstrate the type of industry intended to be developed.	Yes / No
<b>4</b>	Provide an estimated indication of the services that will be needed from the Municipality, for example the KWA electricity requirement and the kiloliters of water required and what will happen to the greywater (greywater treatment).	Yes / No



## BERGRIVIER MUNICIPALITY

### Submission Requirements – Stage 1

- (i) Cover letter accepting all conditions stipulated in Council Resolution RVN015/01/2026.
- (ii) Completed binary scoring table (**Yes/No for items 1–4**).
- (iii) Scaled Site Development Plan (SDP) (A3 sheet)
- (iv) Motivation report (maximum 5 pages) showing compliance with the following:
  - Bergrivier Municipality: Spatial Development Framework 2024-2029, which earmarks this area for industrial development,
  - The property is zoned Industrial Zone 2 (primary use Industry). Proposals must comply with the **Land Use Description** as well as the **Development parameters** of Industrial Zone 2,
  - demonstrate the type of industry intended to be developed, and
  - an estimated indication of the services that will be needed from the Municipality, for example the KWA electricity requirement and the kiloliters of water required and what will happen to the greywater (greywater treatment).

### **(b) STAGE 2 – PRICE**

- The reserve price is as in table 1.1. The evaluation phase is made up of Price, BBBEE Level and Locality points of the various bidders. Bidders must note that locality will be verified to determine points.
- It may also be expected from prospective bidders who progress through to the evaluation phase of the bidding process to come and do a presentation of their potential bid to the evaluation committee should there be any uncertainty regarding their final bid.
- Sealed financial offer opened only for Stage 1 qualifiers.



## BERGRIVIER MUNICIPALITY

### 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 8/3/9-2026 MN23-2026**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

In figures:	R
In words:	

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

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		



## BERGRIVIER MUNICIPALITY

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



## BERGRIVIER MUNICIPALITY

### 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	<input type="checkbox"/>							

#### Please note the following:

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



## BERGRIVIER MUNICIPALITY

### 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 *domicilium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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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 correctness 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**

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### 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**

**13 FEBRUARY 2026**



## BERGRIVIER MUNICIPALITY

### SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

#### SCHEDULE

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

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

  
Lindiwe D Zulu, MP  
Minister of Small Business Development

Date: 28/09/2018