



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/43-2026 (MN161-2026)

**APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR THE REQUIRED
ENVIRONMENTAL APPROVAL PROCESS REQUIRED FOR HOUSING DEVELOPMENT AND
ASSOCIATED INFRASTRUCTURE**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)			
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 56 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

AUGUST 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:**

Ms. Angila Joubert
Environmental Planning Management
Officer

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



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TENDER 8/3/43-2026 / MN161-2026: APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR THE REQUIRED ENVIRONMENTAL APPROVAL PROCESS REQUIRED FOR HOUSING DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE

TENDERS are hereby invited from suitably qualified and experienced service providers for the appointment of an Environmental Assessment Practitioner for the required environmental approval process required for housing development and associated infrastructure, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/43-2026 / MN161-2026: Appointment of an Environmental Assessment Practitioner for the required environmental approval process required for housing development and associated infrastructure**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Monday, 14 September 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 Ms. Angila Joubert at tel. no. (022) 913 6000 or e-mail: jouberta@bergmun.org.za.

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

A compulsory clarification meeting will be held on **Wednesday, 26 August 2026 at 14h00** at the **Bergrivier Municipal Offices in Velddrif, 134 Voortrekker Road in Velddrif, 7365 (GPS coordinates: 32°47'03,62"S and 18°09'52,27"E)**. Doors will be closing promptly at **14h10** and no entry allowed after specified time.

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 BBEE. **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.**

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**

MN161-2026

14 August 2026



BERGRIVIER MUNICIPALITY

TENDER 8/3/43-2026 / MK161-2026: AANSTELLING VAN 'N OMGEWINGSASSESSERINGSPRAKTISEERDER VIR DIE VEREISTE OMGEWINGSGOEDKEURINGSPROSES WAT VEREIS WORD VIR BEHUISINGSONTWIKKELING EN VERWANTE INFRASTRUKTUUR

TENDERS word hiermee aangevra vir die aanstelling van 'n gekwalifiseerde en ervare diensverskaffer vir die aanstelling van 'n omgewingsassesseringspraktiseerder vir die vereiste omgewingsgoedkeuringsproses wat vereis word vir behuisingsontwikkeling en verwante infrastruktuur, soos uiteengesit in die spesifikasies.

Tenders, in verseelde koeverte en duidelik buite-op gemerk "**Tender 8/3/43-2026 / MK161-2026: Aanstelling van 'n omgewingsassesseringspraktiseerder vir die vereiste omgewingsgoedkeuringsproses wat vereis word vir behuisingsontwikkeling en verwante infrastruktuur**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00 op Maandag, 14 September 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 Me. Angila Joubert by tel. no. (022) 913 6000 of e-pos: **jouberta@bergmun.org.za**.

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

n Verpligte terreinvergadering is geskeduleer vir **Woensdag, 26 Augustus 2026**, by die **Bergrivier Munisipale kantore in Velddrif, 134 Voortrekker Straat te Velddrif, 7365 (GPS koördinate: 32°47'03,62"S and 18°09'52,27"E)**. Deure sal oopmaak **14h00 en sluit 14h10**. Toegang gaan geweier word na die spesifieke tyd.

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 voorkeerpunte 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.**

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
PIKETBERG
7320
MK161-2026**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

14 Augustus 2026



BERGRIVIER MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER:	TENDER 8/3/43-2026 MN161-2026					
TENDER TITLE:	APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR THE REQUIRED ENVIRONMENTAL APPROVAL PROCESS REQUIRED FOR HOUSING DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE					
CLOSING DATE:	14 September 2026		CLOSING TIME:	12h00		
SITE MEETING:	DATE:	26 August 2026	TIME:	14:00	COMPULSORY:	YES
SITE MEETING ADDRESS:	Bergrivier Municipal Offices in Velddrif, 134 Voortrekker Road in Velddrif, 7365 (GPS coordinates: 32°47'03,62"S and 18°09'52,27"E)					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>						
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		Ms. Angila Joubert	022 913 6000	jouberta@bergmun.org.za		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS		Mr. Coellin Julius	022 913 6000	juliusc@bergmun.org.za		



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



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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			

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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

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:	



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3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



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3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



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4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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



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

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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



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

15. Warranty

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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



20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to



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provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



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- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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



34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)



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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/43-2026 MN161-2026"** 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.



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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.....



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6. MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	T 8/3/43-2026 MN160-2026	CLOSING DATE:	14 SEPTEMBER 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR THE REQUIRED ENVIRONMENTAL APPROVAL PROCESS REQUIRED FOR HOUSING DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE				
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	Angila Joubert	
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	jouberta@bergmun.org.za	
E-MAIL ADDRESS	juliusc@bergmun.org.za				



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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:



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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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.



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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



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- 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			
			For office use
POINTS			
PRICE			80
SPECIFIC PARTICIPATION GOALS			
Bergrivier Jurisdiction			10
West Coast jurisdiction			5
Western Cape Province			3
South Africa			2
BBBEE SCORE CARD			
			10
TOTAL			100



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POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000			
		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



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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).



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“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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid



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4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



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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.



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(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

.....
.....



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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, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

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

5. CERTIFICATION

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

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

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



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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.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ 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



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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:	



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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**



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SPECIFICATIONS

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Appointment of Environmental Assessment Practitioner (EAP) for the required Environmental approval process required for Housing Development and associated infrastructure (alterations to the original EA granted in 2015) and associated vegetable farm on Erf no. 1283, Noordhoek, Velddrif.

Scope of Works

Purpose

Tenders are hereby invited from Environmental Assessment Practitioners (EAP's), which comply with the general requirements specified in Regulation 13(1) of Government Notice No. R.40772, No. 326, which contains the 2017 amendments to the Environmental Impact Assessment Regulations (EIA), 2014, to:

Conduct a Basic Assessment Report (BAR) process for the following site located within the Bergrivier Municipal Area: See annexures at the back of the document.

- Site: Erf 1283, Velddrif (Noordhoek)
- Location map (**Annexure A**)
- Environmental Authorisations: 2014 and 2015 (**Annexure B**)
- Applicable maps and proposal (**Annexure C**)
- Communication from Department of Environmental Affairs and Development Planning (DEA&DP): 24 April 2026 (**Annexure D**)

Description of services:

There are currently a proposed housing development and associated infrastructure on Erf 1283, Velddrif (Noordhoek) with approved Environmental Authorisation (EA) of 2014 and 2015 (**Annexure B**).

The proposed housing development and associated infrastructure on Erf 1283, Velddrif (Noordhoek) are to be amended with the following inclusions to the existing Environmental Authorisation (2015):

Reference No:	T	8/3/43-2026 MN161-2026	Initials	Page 43 of 56
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BERGRIVIER MUNICIPALITY

- housing density increases and related facilities/ proposed changes to the site layout plan within the approved EA (2015) footprint (increase the density from ± 71 units per hectare to ± 125 units per hectare).
- proposed vegetable farming on the allocated site of Erf 1283, not previously earmarked for development (approximately 3 hectares).

The EAP to do the necessary Environmental approval process, in this case as indicated by the DEA&DP, application for a Basic Assessment for the proposed housing development and associated infrastructure be submitted. This includes the motivation for the proposed amendment of the existing Environmental Authorisation related to the proposed changes in the density and the Site Layout Plan (**Annexure C**).

Competencies of the Services Provider:

It is incumbent for the selected Environmental Assessment Practitioner:

- to be independent;
- have expertise in conducting Environmental Impact Assessments, Basic Assessment processes or undertaking specialist work as required, including knowledge of the National Environmental Management Act, No. 107 of 1998, the Environmental Impact Assessment Regulations, 2014 and any guidelines that have relevance to the proposed activity;
- ensure compliance to the Environmental Impact Assessment Regulations, 2014;
- to be registered with a relevant professional body (e.g.: International Association for Impact Assessment, South Africa (IAIASA); Interim Certification Board for Environmental Assessment Practitioners of South Africa; (SACNASP) South African Council for Natural Scientific Professionals;
- to be register and a member of EAPASA (Environmental Assessment Practitioners Association of South Africa)
- have a relevant minimum three-year tertiary qualification.
- relevant minimum 5 years' experience in the Environmental Management field

Certified proof of the above-mentioned requirements must be provided.

Provide three references letters with three contactable references.

Previous working experience with similar projects will be an added advantage and proof of these must be provided in the offer submitted.

Provide full curriculum vitae indicating relevant project experience and qualifications supporting the above-mentioned competencies.

The consultant to ensure the following:

- a) The draft reports (BAR) for review by the Municipality must be made available to the Municipality **within 6 (six) months** after the bid has been awarded,
- b) Public participation process (BAR) must also include availability for the Municipality to comment as well as the public and any relevant Interested and Affected Parties



BERGRIVIER MUNICIPALITY

(I&AP's) including other state Departments. The revised report with all comments must be submitted to the Competent Authority (BAR),

- c) The end product will be for Bergvriër Municipality and Bergvriër Municipality will be the sole owner of the final, end product of the BAR and a Word version of both these reports, with all supporting documents, must be provided to the Municipality.

The consultant is responsible for providing the Personal Protective Equipment and necessary and required training to all workers, sub-consultants. Standard safety equipment is required where applicable. The consultant to provide the Bergvriër Municipality Supply Chain Management with:

- d) Certificate of proof of membership to the Compensation Commissioner or employees' liability insurance

A **compulsory site meeting** is scheduled for at at the Velddrif Municipal Office, 134 Voortrekker Road, (GPS coordinates: 32° 47' 03,62" S and 18° 09' 52,27" E), where needs will be pointed out to prospective consultants (from there we will be going to the site on Erf 1283).

ITEM: BASIC ASSESSMENT PROCESS TO OBTAIN ENVIRONMENTAL AUTHORISATION Basic Assessment for the proposed agriculture, which includes the motivation for the proposed amendment of the existing Environmental Authorisation related to the proposed changes in the density and the Site Layout Plan	PRICE
<u>Phase 1:</u> Site visits and compilation of data for the report. Notice of Intent submission to the Department of Environmental Affairs and Development Planning (DEADP) Compile the Notice of Intent, Application forms and submission to DEADP Compile the pre-application Draft – Basic Assessment Report (BAR), Public Participation documents and any other relevant, applicable documents/ reports	R
<u>Phase 2:</u> Initiate the pre-application public participation process (PPP), Application, Draft BAR and Public Participation Process Manage the Pre-Application Public Participation Process Lodge the application	R



BERGRIVIER MUNICIPALITY

Finalise the Draft BAR for PPP Initiate the post-application PPP Finalise the BAR and submission to DEADP (two copies)	
Phase 3: Inform Registered Interested and Affected parties (I&AP) of the decision of the Department Manage the appeal process	R
Subtotal EXCL. VAT	R
VAT (15%)	R
GRAND TOTAL IN RAND (VAT INCLUSIVE)	R

I, the representative of the Supplier.....hereby declare that I am the Authorised Representative declaring the compliance of the Supplier with the specifications of this Tender.

Full name.....

Signature.....

Date.....

The Municipality is not compelled to accept any tender or may only make an appointment of one of the areas identified.

- The pricing must be fixed.
- The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.

Please Note: BERGRIVIER Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.



BERGRIVIER MUNICIPALITY

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 more space is required.

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

Attach additional pages if more space is required.

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



BERGRIVIER MUNICIPALITY

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			



BERGRIVIER MUNICIPALITY

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				
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Tel		Tel				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE			NAME (PRINT)			
CAPACITY			DATE			
NAME OF FIRM						



BERGRIVIER MUNICIPALITY

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				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

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



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 8/3/43-2026 MN161-2026**
- 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:		



BERGRIVIER MUNICIPALITY

3. ACCEPTANCE

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

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



BERGRIVIER MUNICIPALITY

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'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
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.



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 *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

14 August 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

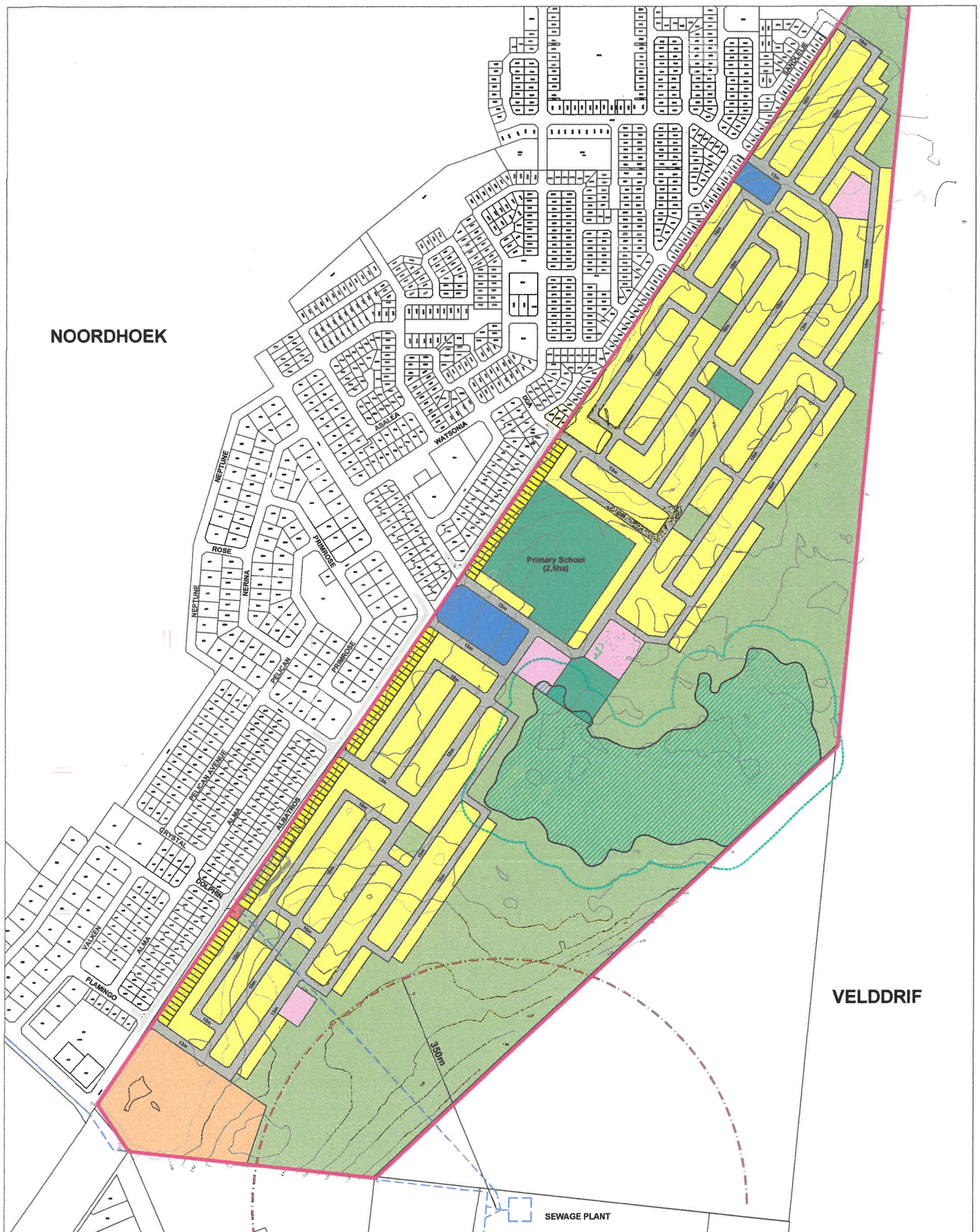
Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and 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

Lindiwe D Zulu, MP
Minister of Small Business Development

Date: 23/09/2018

Initial *LDZ*



COLOUR CODE	ZONING	PORTION NO.	NO. UNITS	AREA (ha)	%AREA
	RESIDENTIAL		1670	24.09	
	MIXED USE , GAP		80	2.73	
	PLACE OF WORSHIP			1.24	
	EDUCATION (Primary School, Grache)			3.31	
	LOCAL BUSINESS			1.17	
	UTILITY			0.03	
	OPEN SPACE			32.43	
	ROAD RESERVE			9.62	
	TOTAL			74.62	100

-  SITE BOUNDARY
 SEWER OUTFALL
 WETLAND
 WETLAND BUFFER (32m)

NOTES:
1. AVERAGE AREA RESIDENTIAL PLOT= 145m²
2. CONTOURS BY DHA LAND SURVEYORS MARCH 2013

ERF 1283 VELDDRIF

DEVELOPMENT FRAMEWORK



SCALE 1:5000



5263

OCTOBER 2014

From:

To: 00216857105

06/01/2014 11:36

#926 P.001/013



**Western Cape
Government**

Environmental Affairs and
Development Planning

**DIRECTORATE: LAND MANAGEMENT
REGION 2**

EIA REFERENCE NUMBER: 16/3/1/1/F1/14/3028/13
EXEMPTION REFERENCE NUMBER: 16/3/1/4/F1/14/3013/13
ENQUIRIES: Ms. Melanese Schippers
DATE OF ISSUE: 06 JAN 2014

The Municipal Manager
 Bergriver Municipality
 PO Box 60
PIKETBERG
 7320

Attention: Mr. M. Penxa

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

Dear Sir

APPLICATION FOR ENVIRONMENTAL AUTHORISATION AND EXEMPTION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2010: THE PROPOSED HOUSING DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE ON ERF 1283, NOORDHOEK, VELDDRIF.

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

ENVIRONMENTAL AUTHORISATION AND EXEMPTION

DECISION

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) and the Environmental Impact Assessment Regulations, 2010, ("NEMA EIA Regulations") the competent authority herewith **grants environmental authorisation and exemption** to the applicant to undertake the listed activity specified in section B below with respect to preferred alternative described in the Basic Assessment Report ("BAR") dated November 2013.

The applicant is herewith exempted from the following provisions of the NEMA EIA Regulations:

Regulation 10(2)(d) of Government Notice No. R.543, which reads as follows:

10(2) The applicant must, in writing, within 12 days of the date of the decision of the application

7th Floor, 1 Dorp Street, Cape Town, 8001
 tel: +27 483 8349 fax: +27 21 483 4372

Private Bag X9086, Cape Town, 8000
www.westerncape.gov.za/eadp

(d) publish a notice –

- (i) informing interested and affected parties of the decision;
- (ii) informing interested and affected parties where the decision can be accessed; and
- (iii) drawing the attention of interested and affected parties to the fact that an appeal may be lodged against the decision in terms of Chapter 7 of these Regulations, if such appeal is available under the circumstances of the decision.

in the newspapers contemplated in regulation 54(2)(c) and (d) and which newspaper was used for the placing of advertisements as part of the public participation process.

The granting of this environmental authorisation and exemption (hereinafter referred to as the "environmental authorisation") is subject to compliance with the conditions set out in section E below.

A. DETAILS OF THE APPLICANT FOR THIS ENVIRONMENTAL AUTHORISATION

Bergriver Municipality
c/o Mr. M. Penxa
PO Box 60
PIKETBERG
7380

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

The abovementioned company is the holder of this environmental authorisation and is hereinafter referred to as "the applicant".

B. LISTED ACTIVITY AUTHORISED

Government Notice No. R544 of 18 June 2010 –

Activity Number: 23

Activity Description:

The transformation of undeveloped, vacant or derelict land to –

- (i) residential, retail, commercial, recreational, industrial or institutional use, inside an urban area, and where the total area to be transformed is 5 hectares or more, but less than 20 hectares, or
- (ii) residential, retail, commercial, recreational, industrial or institutional use, outside an urban area and where the total area to be transformed is bigger than 1 hectare, but less than 20 hectares; -

except where such transformation takes place –

- (i) for linear activities; or

(ii) for the purposes of agriculture or afforestation, in which case Activity 16 of Notice No. R.545 applies.

The abovementioned is hereinafter referred to as "the listed activity".

The applicant is herein authorised to undertake the following alternative related to the listed activity:

The proposed development entails the transformation of undeveloped land to develop houses and associated infrastructure on Erf 1283, Noordhoek, Velddrif.

The proposed development will comprise free standing houses and associated infrastructure with a total footprint of approximately 1 500m², constructed adjacent to the existing Noordhoek suburb.

The proposed development will utilise the following existing municipal services:

- solid waste management;
- treatment and disposal of sewage and effluent;
- water supply; and
- electricity.

Access to the proposed site will be gained via the existing Madeliefie Street.

C. PROPERTY DESCRIPTION AND LOCATION

The proposed activity will take place on Erf 1283 Noordhoek, Velddrif.

The SG 21 digit codes are: C05800090000128300000

Co-ordinates:	32°	46'	13.39"	South
	18°	10'	12.95"	East

hereinafter referred to as "the site".

D. DETAILS OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER

SRK Consulting
c/o Ms. L. Heyns
Private Bag X18
RONDEBOSCH
7701

Tel: (021) 659 3060
Fax: (021) 685 7105

E. CONDITIONS OF AUTHORISATION

1. This environmental authorisation is valid for a period of **five years** from the date of issue. The holder must commence with all the listed activity within the said period or this environmental authorisation lapses and a new application for environmental authorisation must be submitted to the competent authority, unless the holder has lodged a valid application for the amendment of the validity period of this environmental authorisation, before the expiry of this environmental authorisation. In such instances, the validity period will be automatically extended ("the period of administrative extension") from the day before this environmental authorisation would otherwise have lapsed, until the amendment application for the extension of the validity period is decided. The listed activity, including site preparation, may not commence during the period of administrative extension.
2. The listed activity, including site preparation, may not commence within 20 (twenty) calendar days of the date of issue of this environmental authorisation. In the event that an appeal notice and subsequent appeal is lodged with the competent authority, the effect of this environmental authorisation may be suspended until such time as the appeal is decided.
3. The applicant must in writing, within 12 (twelve) calendar days of the date of this decision and in accordance with regulation 10(2)–
 - 3.1 notify all registered interested and affected parties of –
 - 3.1.1 the outcome of the application;
 - 3.1.2 the reasons for the decision as included in Annexure 1;
 - 3.1.3 the date of the decision; and
 - 3.1.4 the date of issue of the decision;
 - 3.2 draw the attention of all registered interested and affected parties to the fact that an appeal may be lodged against the decision in terms of Chapter 7 of the Environmental Impact Assessment Amendment Regulations, 2010 detailed in section F below;
 - 3.3 draw the attention of all registered interested and affected parties to the manner in which they may access the decision.
4. A minimum of seven calendar days notice, in writing, must be given to the competent authority before commencement of construction activities.
 - 4.1. The notice must make clear reference to the site details and EIA Reference number given above.
 - 4.2. The notice must also include proof of compliance with the following condition described herein:

Conditions: 2, 3 and 13.

5. The holder is responsible for ensuring compliance with the conditions by any person acting on his behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.
6. Any changes to, or deviations from the scope of the description set out in section B above must be accepted or approved, in writing, by the competent authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the competent authority may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.
7. The applicant must notify the competent authority in writing, within 24 hours thereof if any condition herein stipulated is not being complied with.
8. The draft Environmental Management Programme ("EMP") submitted as part of the application for environmental authorisation is hereby approved and must be implemented.

An application for amendment to the EMP must be submitted to the competent authority if any further amendments are to be made to the EMP, and this may only be implemented once the amended EMP has been authorised by the competent authority.

The EMP must be included in all contract documentation for all phases of implementation.

9. A copy of the environmental authorisation and the EMP must be kept at the site where the listed activity will be undertaken during construction, whereafter it must be kept at the office of the applicant. Access to the site referred to in section C above must be granted and, the environmental authorisation and EMP must be produced to any authorised official representing the competent authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein. The environmental authorisation and EMP must also be made available for inspection by any employee or agent of the applicant who works or undertakes work at the site.
10. The applicant must submit an application for amendment of the environmental authorisation to the competent authority where any detail with respect to the environmental authorisation must be amended, added, substituted, corrected, removed or updated. Further, the rights granted by this environmental authorisation are personal rights (i.e. not attached to a property, but granted to a natural or juristic person). As such, only the holder may undertake the activity authorised by the competent authority. Permission to transfer the rights and obligations contained herein must be applied for in the following manner:
 - 10.1. The applicant must submit an originally signed and dated application for amendment of the environmental authorisation to the competent

authority stating that he wishes the rights and obligations contained herein to be transferred, and including (a) confirmation that the environmental authorisation is still in force (i.e. that the validity period has not yet expired or the activities were lawfully commenced with); (b) the contact details of the person who will be the new holder; (c) the reasons for the transfer; (d) an originally signed letter from the proposed new holder acknowledging the rights and obligations contained in the environmental authorisation and indicating that he has the ability to implement the mitigation and management measures and to comply with the stipulated conditions.

- 10.2. The competent authority will issue an amendment to the new holder either by way of a new environmental authorisation or an addendum to the existing environmental authorisation if the transfer is found to be appropriate.
11. Non-compliance with a condition of this environmental authorisation or EMP may result in suspension of this environmental authorisation and may render the holder liable for criminal prosecution.
12. Notwithstanding this environmental authorisation, the holder must comply with any other statutory requirements that may be applicable to the undertaking of the listed activity.
13. The holder must appoint a suitably experienced environmental control officer ("ECO"), or site agent where appropriate, for the construction phase of implementation before commencement of any land clearing or construction activities to ensure compliance with the EMP and the conditions contained herein.
14. An integrated waste management approach, which is based on waste minimisation and incorporates reduction, recycling, re-use and disposal, where appropriate, must be employed. Any solid waste must be disposed of at a landfill licensed in terms of the applicable legislation.
15. No surface or ground water may be polluted due to any actions on the site. The applicable requirements with respect to relevant legislation pertaining to water must be met.
 - 15.1. No potable water must be used to mitigate dust nuisance.
16. Should any heritage remains be exposed during excavations or any actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape (in accordance with the applicable legislation). Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape. Heritage remains include: archaeological remains (including fossil bones and fossil shells); coins; indigenous and/or colonial ceramics; any articles of value or antiquity; marine shell heaps; stone artifacts and bone remains; structures and other built

features; rock art and rock engravings; shipwrecks; and graves or unmarked human burials.

A qualified archaeologist must be contracted where necessary (at the expense of the applicant and in consultation with the relevant authority) to remove any human remains in accordance with the requirements of the relevant authority.

17. Construction areas and access routes must be clearly demarcated before construction commences and any areas outside the construction areas must be marked as 'no-go' areas.
18. The use of all generators on site must include the use of drip trays.
19. The following conditions regarding the temporary storage of fuel on site during construction must be complied with:
 - 19.1. The combined capacity of the temporary fuel storage tanks must not exceed 30m³;
 - 19.2. Temporary fuel storage tanks must be bunded (110% of the proposed tank's capacity) to contain any possible spills and to prevent any infiltration of fuel into the ground;
 - 19.3. Temporary fuel storage tanks must be designed and installed in accordance with relevant Oil Industry standards and SANS codes. The tanks must be constructed to conform to the requirements of all relevant legislation; and
 - 19.4. Gas and liquid fuel must not be stored in the same storage area.
20. The following noise mitigation measures must be implemented during the construction phase:
 - 20.1. All noise and sounds generated during all phases of the proposed development must comply with the relevant SANS codes and standards;
 - 20.2. No pure tone sirens or sounds must be used during construction unless in emergency situations, or when required with respect to relevant health and safety regulations; and
 - 20.3. Silencers must be installed and maintained on machinery, trucks and earth moving equipment.
21. Dust suppression methods must be used to mitigate dust during the construction phase. Alternative dust suppression methods (such as shade netting screens and/or straw stabilisation, etc.) must be implemented instead.
22. A Stormwater Management Plan must be implemented and standards for stormwater as set by the local authority must be adhered to.

F. APPEALS

Appeals must comply with the provisions contained in Chapter 7 of the Environmental Impact Assessment Amendment Regulations, 2010.

1. An appellant must –

- 1.1. submit a notice of intention to appeal to the Minister, within 20 (twenty) calendar days of the date of the decision;
- 1.2. submit the appeal within 30 (thirty) calendar days after the lapsing of the 20 (twenty) calendar days contemplated in regulation 60(1), for the submission of the notice of intention to appeal; and
- 1.3. within 10 (ten) calendar days of having lodged the notice of intention to appeal, provide each person and organ of state registered as an interested and affected party in respect of the application, or the applicant, with –
 - 1.3.1. a copy of the notice of intention to appeal form; and
 - 1.3.2. a notice indicating where and for what period the appeal submission will be made available for inspection by such person, organ of state, or applicant, on the day of lodging it with the Minister, and that a responding statement may be made on the appeal within 30 (thirty) calendar days from the date the appeal submission was lodged with the Minister.
2. A person, organ of state or applicant who submits a responding or answering statement in terms of regulation 63 must within 10 (ten) calendar days of having submitted the responding or answering statement, serve a copy of the statement on the other party.
3. If the person, organ of state or applicant fails to meet a timeframe with respect to the requirements as detailed above, the person, organ of state or applicant must immediately submit a written explanation to the Ministry providing a concise explanation for the non-compliance.
4. All notice of intention to appeal and appeal forms must be submitted by means of one of the following methods:
 - By post: Western Cape Ministry of Local Government, Environmental Affairs and Development Planning
Private Bag X9186
CAPE TOWN
8000
 - By facsimile: (021) 483 4174; or
 - By hand: Attention: Mr J. de Villiers
Room 809
8th Floor Utilitas Building (1 Dorp Street, Cape Town, 8001)

5. A prescribed notice of intention to appeal form and appeal form as well as assistance regarding the appeal processes is obtainable from the office of the Minister at: Tel. (021) 483 3721, E-mail Jaap.DeVilliers@westerncape.gov.za or URL <http://www.westerncape.gov.za/eadp>.

G. DISCLAIMER

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

Your interest in the future of our environment is appreciated.

Yours faithfully



MR. ZAAHIR TOEPY
DIRECTOR: LAND MANAGEMENT (REGION 2)

DATE OF DECISION: 03/01/2014

CC: Ms. L. Heyns (SRK Consulting)
Ms. K. Rughoobee (DDF)

Fax: (021) 685 7105
Fax: (021) 483 8311

FOR OFFICIAL USE ONLY

EIA REFERENCE NUMBER:	16/3/1/1/F1/14/3028/13
NEAS EIA REFERENCE NUMBER:	WCP/EIA/0001422/2013
EXEMPTION REFERENCE NUMBER:	16/3/1/4/F1/14/3013/13
NEAS EXEMPTION REFERENCE NUMBER:	WCP/EIA/EX/0000307/2013

ANNEXURE 1: REASONS FOR THE DECISION

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

- a) The information contained in the application form dated and received by the competent authority on 24 May 2013, the BAR received by the competent authority on 28 November 2013 and the EMP submitted together with the BAR;
- b) Relevant information contained in the Departmental information base, including, the Guidelines on Public Participation, Alternatives and Exemptions (dated March 2013);
- c) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
- d) The comments received from interested and affected parties and the responses provided thereon, as included in the BAR dated July 2013; and
- e) No site visits were conducted. The competent authority had sufficient information before it to make an informed decision without conducting a site visit.

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

1. Exemption

Exemption from regulation 10(2)(d) was granted. All interested and affected parties ("I&AP's") were notified of the exemption application, as required. No significant concerns were raised by I&APs in this regard.

As such, the exemption application was regarded as appropriate by the competent authority in this instance based on the adequate public participation process and the limited number of comments submitted with respect to the application.

2. Public Participation

The public participation process included *inter alia*, the following:

- identification of and engagement with interested and affected parties;
- fixing a notice board at the site where the listed activity is to be undertaken;
- giving written notice to the owners and occupiers of land adjacent to the site where the listed activity is to be undertaken, the municipality and ward councillor, and the various organs of state having jurisdiction in respect of any aspect of the listed activity; and
- the placing of a newspaper advertisement in the 'Weslander' on 05 September 2013.

The Department is satisfied that the PPP that was followed met the minimum legal requirements and all the comments raised and responses thereto were included in the comments and response report.

Specific management and mitigation measures have been considered in this environmental authorisation and in the EMP to adequately address significant concerns raised.

3. Alternatives

The proposed development is considered to be an urgent measure to provide affordable housing in the Noordhoek (Velddrif) area in the short term as the site forms part of a comprehensive plan for the development of additional houses (approximately 2000) on the remainder of the property. A range of layout alternatives were considered during the conceptualising of the development.

Preferred Alternative (herewith authorised)

The proposed development entails the transformation of undeveloped land to develop houses and associated infrastructure on Erf 1283, Noordhoek, Velddrif.

The proposed development will comprise free standing houses and associated infrastructure with a total footprint of approximately 1 500m², constructed adjacent to the existing Noordhoek suburb.

"No-Go" Alternative

The "no-go" alternative was not warranted as there is a great need for housing opportunities in the area. The potential impacts associated with the proposed development are regarded as acceptable and with the implementation of the environmental authorisation and the EMP, will be managed to acceptable levels.

4. Impact Assessment and Mitigation measures

4.1. Activity Need and Desirability and Socio Economic Aspects

The provision of housing and services to communities is considered a priority, and is an ongoing issue of national importance. The proposed housing development will assist in alleviating the housing shortage in this area by providing new housing opportunities.

The proposed development on Erf 1283 is consistent with the Local Municipality's Spatial Development Framework and Integrated Development Plan as the Noordhoek area has been identified suitable for housing purposes.

Furthermore, some temporary employment opportunities will be created during the construction phase of the proposed development. Local people will be employed for all areas of employment as far as possible.

4.2. Environment

The surrounding area comprises of a medium residential area, an untransformed area, a light industrial area, sports facilities, a wetland and an informal area. The wetland located on the proposed site is considered to be an aquatic Critical Biodiversity Area (CBA) according to South African National Biodiversity Institute's Biodiversity Geographical Information System Maps. However, the proposed development will be located approximately 200m away from the wetland.

Cape Nature (in the comment dated 18 September 2013 as included in the BAR) stated that the proposed site has been determined as a terrestrial CBA for ecological connectivity. CapeNature also indicated that the vegetation found on the site consists of Langebaan Dune Strandveld and Cape Estuarine Salt Marsh which have not been listed as threatened ecosystems in terms of the National Environmental Management: Biodiversity Act of 2004 Threatened Ecosystem List, dated 09 December 2011. The potential impact on biodiversity is unlikely to be significant as the area where the proposed development will be located is considered to be degraded.

4.3. Dust and Noise Impacts

The mitigation of dust and noise impacts during construction is important as the area where the proposed development will be located borders a residential area.

The impacts of dust generated during the construction phase will be mitigated by the implementation of the conditions of this EA and EMP. Alternative dust suppression methods (such as shade netting screens) will be implemented instead. No potable water will be used to mitigate dust nuisance.

All noise and sounds generated during all phases of the proposed development will comply with the relevant SANS codes and standards. Furthermore, noise impacts will be mitigated by the implementation of the conditions in this Environmental Authorisation and the EMP.

4.4. Impact Assessment and significance

4.4.1. The loss of natural vegetation as a result of the proposed development has been identified in the BAR as being of very low negative significance as the vegetation types found on the sites have not been listed as threatened ecosystems in terms of the National Environmental Management: Biodiversity Act of 2004 Threatened Ecosystem List, dated 09 December 2011. In addition, the area where the proposed development will be located in a area considered to be degraded. Furthermore, impacts will be mitigated by the implementation of the conditions of this Environmental Authorisation and the EMP.

4.4.2. The noise impact resulting from the proposed construction activities has been identified in the BAR as being of very low significance as construction activities will take place during working hours only and all noise and sounds generated will comply with the relevant SANS codes and standards. This has

been included in the EMP and as a condition of this Environmental Authorisation.

- 4.4.3. The generation of dust as a result of the proposed construction activities has been identified in the BAR as being insignificant as appropriate dust suppression methods will be implemented. Dust suppression measures have been included in the EMP and as a condition of this Environmental Authorisation.

National Environmental Management Act Principles

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

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

The development will result in both negative and positive impacts.

Negative Impacts include:

Loss of natural vegetation as a result of the proposed development; potential noise; and dust creation as a result of construction activities.

The Department is satisfied that the negative impacts of significance will be addressed by the conditions contained in the EA and the mitigation measures contained in the EMP.

Positive impacts include:

The proposed development will provide housing opportunities. In addition, some temporary employment during construction will be created.

In view of the above, the NEMA principles, compliance with the conditions stipulated in this environmental authorisation, and compliance with the EMP, the competent authority is satisfied that the proposed listed activities will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) and that any potentially detrimental environmental impacts resulting from the listed activities can be mitigated to acceptable levels.

-END-



**Western Cape
Government**

Environmental Affairs and
Development Planning

**DIRECTORATE: DEVELOPMENT MANAGEMENT
REGION 1**

EIA REFERENCE NUMBER: 16/3/1/2/F1/14/3013/13
EXEMPTION REFERENCE NUMBER: 16/3/1/4/F1/14/3033/13
ENQUIRIES: Ms. M. Schippers
DATE OF ISSUE: 09 APR 2015

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

Attention: Mr. M. Penxa

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

Dear Sir

APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2010: THE PROPOSED HOUSING DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE ON ERF 1283, NOORDHOEK, VELDDRIF.

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

ENVIRONMENTAL AUTHORISATION

DECISION

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) and the Environmental Impact Assessment Regulations, 2010 and the Environmental Impact Assessment Regulations, 2014 ("NEMA EIA Regulations") the competent authority herewith **grants environmental authorisation and exemption** to the applicant to undertake the listed activities specified in section B below with respect to the preferred alternative described in the Final Environmental Impact Assessment Report ("EIAR") dated January 2015.

The applicant is herewith exempted from the following provisions of the NEMA EIA Regulations:

Regulation 10(2)(d) of Government Notice No. R.543, which reads as follows:

- 10(2) *The applicant must, in writing, within 12 days of the date of the decision of the application*
(d) *publish a notice –*
(i) *informing interested and affected parties of the decision;*
(ii) *informing interested and affected parties where the decision can be accessed;*
and

- (iii) *drawing the attention of interested and affected parties to the fact that an appeal may be lodged against the decision in terms of Chapter 7 of these Regulations, if such appeal is available under the circumstances of the decision,*

in the newspapers contemplated in regulation 54(2)(c) and (d) and which newspaper was used for the placing of advertisements as part of the public participation process.

The granting of this environmental authorisation and exemption (hereinafter referred to as the "environmental authorisation") is subject to compliance with the conditions set out in section E below.

A. DETAILS OF THE APPLICANT FOR THIS ENVIRONMENTAL AUTHORISATION

Bergriver Municipality
c/o Mr. M. Penxa
P. O. Box 60
PIKETBERG
7380

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

The abovementioned company is the holder of this environmental authorisation and is hereinafter referred to as "the applicant".

B. LISTED ACTIVITIES AUTHORISED

Government Notice No. R544 of 18 June 2010 –

Activity Number: 9
Activity Description:

The construction of facilities or infrastructure exceeding 1000 metres in length for the bulk transportation of water, sewage or storm water -

- (i) with an internal diameter of 0,36 metres or more; or*
- (ii) with a peak throughput of 120 litres per second or more,*

excluding where:

- a. such facilities or infrastructure are for bulk transportation of water, sewage or storm water or storm water drainage inside a road reserve; or*
- b. where such construction will occur within urban areas but further than 32 metres from a watercourse, measured from the edge of the watercourse.*

Activity Number: 11
Activity Description:

The construction of:

- (i) canals;*
- (ii) channels;*
- (iii) bridges;*
- (iv) dams;*
- (v) weirs;*
- (vi) bulk storm water outlet structures;*
- (vii) marinas;*

- (viii) jetties exceeding 50 square metres in size;
- (ix) slipways exceeding 50 square metres in size;
- (x) buildings exceeding 50 square metres in size; or
- (xi) infrastructure or structures covering 50 square metres or more

where such construction occurs within a watercourse or within 32 metres of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line.

Activity Number: 18
Activity Description:

The infilling or depositing of any material of more than 5 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 5 cubic metres from:

- (i) a watercourse;
- (ii) the sea;
- (iii) the seashore;
- (iv) the littoral active zone, an estuary or a distance of 100 metres inland of the highwater mark of the sea or an estuary, whichever distance is the greater –

but excluding where such infilling, depositing, dredging, excavation, removal or moving;

- (a) is for maintenance purposes undertaken in accordance with a management plan agreed to by the relevant environmental authority; or
- (b) occurs behind the development setback line.

Activity Number: 22
Activity Description:

The construction of a road, outside urban areas,

- (i) with a reserve wider than 13,5 meters or,
- (ii) where no reserve exists where the road is wider than 8 metres, or
- (iii) for which an environmental authorisation was obtained for the route determination in terms of activity 5 in Government Notice 387 of 2006 or activity 18 in Notice 545 of 2010.

Government Notice No. R545 of 18 June 2010 –

Activity Number: 15
Activity Description:

Physical alteration of undeveloped, vacant or derelict land for residential, retail, commercial, recreational, industrial or institutional use where the total area to be transformed is 20 hectares or more;

except where such physical alteration takes place for:

- (i) linear development activities; or
- (ii) agriculture or afforestation where activity 16 in this Schedule will apply.

Government Notice No. R546 of 18 June 2010 –

Activity Number: 4

Activity Description:

The construction of a road wider than 4 metres with a reserve less than 13,5 metres.

(d) In Western Cape:

- i. *In an estuary;*
- ii. *All areas outside urban areas;*
- iii. *In urban areas:*
 - (aa) *Areas zoned for use as public open space within urban areas; and*
 - (bb) *Areas designated for conservation use in Spatial Development Frameworks adopted by the competent authority, or zoned for a conservation purpose.*

Activity Number: 14

Activity Description:

The clearance of an area of 5 hectares or more of vegetation where 75% or more of the vegetative cover constitutes indigenous vegetation, except where such removal of vegetation is required for:

- (1) *purposes of agriculture or afforestation inside areas identified in spatial instruments adopted by the competent authority for agriculture or afforestation purposes;*
- (2) *the undertaking of a process or activity included in the list of waste management activities published in terms of section 19 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) in which case the activity is regarded to be excluded from this list;*
- (3) *the undertaking of a linear activity falling below the thresholds in Notice 544 of 2010.*

(a) In Eastern Cape, Free State, KwaZulu-Natal, Gauteng, Limpopo, Mpumalanga, Northern Cape, Northwest and Western Cape:

- i. *All areas outside urban areas.*

On 04 December 2014, the Minister of Environmental Affairs promulgated regulations in terms of Chapter 5 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA"), viz, the Environmental Impact Assessment ("EIA") Regulations 2014 (Government Notice No. R. 982, R. 983, R. 984 and R. 985 in Government Gazette No. 38282 of 04 December 2014). Please note that these regulations came into effect on 08 December 2014. The activities listed below are the similarly listed activities in terms of the NEMA EIA Regulations, 2014.

Government Notice No. R983 of 04 December 2014 -

Activity number: 9

Activity Description:

The development of infrastructure exceeding 1000 metres in length for the bulk transportation of water or storm water-

- (i) with an internal diameter of 0,36 metres or more; or
- (ii) with a peak throughput of 120 litres per second or more;

excluding where-

- (a) such infrastructure is for bulk transportation of water or storm water or storm water drainage inside a road reserve; or
- (b) where such development will occur within an urban area.

Activity number: 12

Activity Description:

The development of-

- (i) canals exceeding 100 square metres in size;
- (ii) channels exceeding 100 square metres in size;
- (ii) bridges exceeding 100 square metres in size;
- (iii) dams, where the dam, including infrastructure and water surface area, exceeds 100 square metres in size;
- (v) weirs, where the weir, including infrastructure and water surface area, exceeds 100 square metres in size;
- (vi) bulk storm water outlet structures exceeding 100 square metres in size;
- (vii) marinas exceeding 100 square metres in size;
- (viii) jetties exceeding 100 square metres in size;
- (ix) slipways exceeding 100 square metres in size;
- (x) buildings exceeding 100 square metres in size;
- (xi) boardwalks exceeding 100 square metres in size; or
- (xii) infrastructure or structures with a physical footprint of 100 square metres or more;

where such development occurs-

- (a) within a watercourse;
- (b) in front of a development setback; or
- (c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse; -

excluding-

- (aa) the development of infrastructure or structures within existing ports or harbours that will not increase the development footprint of the port or harbour;
- (bb) where such development activities are related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies;
- (cc) activities listed in activity 14 in Listing Notice 2 of 2014 or activity 14 in Listing Notice 3 of 2014, in which case that activity applies;
- (dd) where such development occurs within an urban area; or
- (ee) where such development occurs within existing roads or road reserves.

Activity number: 19

Activity Description:

The infilling or depositing of any material of more than 5 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 5 cubic metres from-

- (i) a watercourse;
- (ii) the seashore; or

- (iv) the littoral active zone, an estuary or a distance of 100 metres inland of the high-water mark of the sea or an estuary, whichever distance is the greater –

but excluding where such infilling, depositing, dredging, excavation, removal or moving-

- (a) will occur behind a development setback;
- (b) is for maintenance purposes undertaken in accordance with a maintenance management plan; or
- (c) falls within the ambit of activity 21 in this Notice, in which case that activity applies.

Activity number: 24

Activity Description:

The development of-

- (i) a road for which an environmental authorisation was obtained for the route determination in terms of activity 5 in Government Notice 387 of 2006 or activity 18 in Government Notice 545 of 2010; or
- (ii) a road with a reserve wider than 13,5 meters, or where no reserve exists where the road is wider than 8 metres;

but excluding-

- (a) roads which are identified and included in activity 27 in Listing Notice 2 of 2014; or
- (b) roads where the entire road falls within an urban area.

Government Notice No. R984 of 04 December 2014:

Activity number: 15

Activity Description:

The clearance of 20 hectares or more of indigenous vegetation, excluding where such clearance of indigenous vegetation is required for-

- (i) the undertaking of a linear activity; or
- (ii) maintenance purposes undertaken in accordance with a maintenance management plan.

Government Notice No. R985 of 04 December 2014:

Activity number: 4

Activity Description:

The development of a road wider than 4 metres with a reserve less than 13,5 metres.

(f) In Western Cape:

i. Areas outside urban areas;

- (aa) Areas containing indigenous vegetation;
- (bb) Areas on the estuary side of the development setback line or in an estuarine functional zone where no such setback line has been determined; or

ii. In urban areas:

- (cc) Areas zoned for conservation use; or
(dd) Areas designated for conservation use in Spatial Development Framework adopted by the competent authority.

The abovementioned is hereinafter referred to as "the listed activities".

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

The proposed development will entail the establishment of a residential development and associated infrastructure which will be located within 32 metres of a wetland on Erf 1283, Noordhoek, Velddrif. A portion of the wetland will be infilled to accommodate the proposed development. The proposed residential development will require the clearance of indigenous vegetation and will be implemented in phases over a period of 20 years. Each phase will consist of approximately 200-300 erven. The proposed development will also include places of worship, educational facilities and a business component.

The infrastructure associated with the development will include the following:

- Water and sewage pipelines with a diameter ranging between approximately 110mm and 250mm;
- Stormwater pipelines with a diameter exceeding 360mm and 1000m in length; and
- Roads wider than 4m with a reserve wider than 13.5m.

The development footprint of the proposed development and associated infrastructure will be approximately 35.37ha.

The proposed development will utilise the following municipal services:

- solid waste management;
- treatment and disposal of sewage and effluent;
- water supply; and
- electricity.

Access to the proposed site will be gained via an existing road.

C. PROPERTY DESCRIPTION AND LOCATION

The listed activities will take place on Erf 1283, Noordhoek, Velddrif.

The SG 21 digit codes is: C05800090000128300000

Co-ordinates: 32° 46' 13.39" South
18° 10' 12.95" East

hereinafter referred to as "the site".

D. DETAILS OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER

SRK Consulting
c/o Ms. L. Heyns
Private Bag X18
RONDEBOSCH
7701

Tel: (021) 659 3060
Fax: (021) 685 7105

E. CONDITIONS OF AUTHORISATION

1. This environmental authorisation is valid for a period of **five years** from the date of issue. The holder must commence with the listed activities within the said period or this environmental authorisation lapses and a new application for environmental authorisation must be submitted to the competent authority, unless the holder has lodged a valid application for the amendment of the validity period of this environmental authorisation, before the expiry of this environmental authorisation. In such instances, the validity period will be automatically extended ("the period of administrative extension") from the day before this environmental authorisation would otherwise have lapsed, until the amendment application for the extension of the validity period is decided. The listed activities, including site preparation, may not commence during the period of administrative extension.
2. The listed activities, including site preparation, may not commence within 20 (twenty) calendar days of the date of issue of this environmental authorisation. In the event that an appeal notice and subsequent appeal is lodged with the competent authority, the effect of this environmental authorisation is suspended until such time as the appeal is decided.
3. The applicant must in writing, within 12 (twelve) calendar days of the date of this decision and in accordance with Regulation 10(2)–
 - 3.1. Notify all registered interested and affected parties of –
 - 3.1.1. the outcome of the application;
 - 3.1.2. the reasons for the decision as included in Annexure 1;
 - 3.1.3. the date of the decision; and
 - 3.1.4. the date of issue of the decision;
 - 3.2. Draw the attention of all registered interested and affected parties to the fact that an appeal may be lodged against the decision in terms of the National Appeal Regulations, 2014 detailed in section F below;
 - 3.3. Draw the attention of all registered interested and affected parties to the manner in which they may access the decision; and
 - 3.4. Provide the registered Interested and Affected Parties with–
 - 3.4.1. the name of the holder (entity) of this Environmental Authorisation;
 - 3.4.2. the name of the responsible person for this Environmental Authorisation;
 - 3.4.3. the postal address of the holder;
 - 3.4.4. the telephonic and fax details of the holder; and
 - 3.4.5. the e-mail address if any.

4. A minimum of seven (7) calendar days notice, in writing, must be given to the competent authority before commencement of construction activities.
 - 4.1. The notice must make clear reference to the site details and EIA Reference number given above.
 - 4.2. The notice must also include proof of compliance with the following conditions described herein:

Conditions: 2, 3, 13, 15 and 17.
5. The holder is responsible for ensuring compliance with the conditions by any person acting on his behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.
6. Any changes to, or deviations from the scope of the description set out in section B above must be accepted or approved, in writing, by the competent authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the competent authority may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.
7. The applicant must notify the competent authority in writing, within 24 hours thereof if any condition herein stipulated is not being complied with.
8. The draft Environmental Management Programme ("EMP") submitted as part of the application for environmental authorisation is hereby approved and must be implemented.
 - 8.1. An application for amendment to the EMP must be submitted to the competent authority if any amendments other than those mentioned above, are to be made to the EMP and this may only be implemented once the amended EMP has been authorised by the competent authority.
 - 8.2. The EMP must be included in all contract documentation for all phases of implementation.
9. A copy of the environmental authorisation and the EMP must be kept at the site where the listed activities will be undertaken during construction, whereafter it must be kept at the office of the applicant. Access to the site referred to in section C above must be granted and the environmental authorisation and EMP must be produced to any authorised official representing the competent authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein. The environmental authorisation and EMP must also be made available for inspection by any employee or agent of the applicant who works or undertakes work at the site.
10. The applicant must submit an application for amendment in terms of Chapter 5 of the NEMA EIA Regulations, 2014 of the environmental authorisation to the competent authority where any detail or scope with respect to the environmental authorisation must be amended, added, substituted, corrected, removed or updated.
11. Non-compliance with a condition of this environmental authorisation or EMP may result in suspension of this environmental authorisation and may render the holder liable for criminal prosecution.

12. Notwithstanding this environmental authorisation, the holder must comply with any other statutory requirements that may be applicable to the undertaking of the listed activities.
13. The holder must appoint a suitably experienced Environmental Control Officer ("ECO"), or site agent where appropriate to ensure compliance with the EMP and the conditions contained herein.
14. No surface or ground water may be polluted due to any actions on the site. The applicable requirements with respect to relevant legislation pertaining to water must be met.
15. The wetland area (including the buffer area) must be clearly demarcated prior to the commencement of construction activities.
16. A 32m buffer must be established around the wetland (except the development component which will require infilling of a portion of the wetland) to minimise the potential impacts on the wetland during the construction phase.
17. Construction areas and access routes must be clearly demarcated prior to the commencement of construction activities and any areas outside the construction areas must be marked as 'no-go' areas.
18. The mitigation measures as stipulated in the Terrestrial and Wetland Ecological Assessment Report (dated October 2014 and compiled by Scientific Aquatic Services CC) herewith attached as Appendix A must be implemented.
19. Should any heritage remains be exposed during excavations or any actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape (in accordance with the applicable legislation). Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape. Heritage remains include: archaeological remains (including fossil bones and fossil shells); coins; indigenous and/or colonial ceramics; any articles of value or antiquity; marine shell heaps; stone artifacts and bone remains; structures and other built features; rock art and rock engravings; and graves or unmarked human burials.

A qualified archaeologist must be contracted where necessary (at the expense of the applicant and in consultation with the relevant authority) to remove any human remains in accordance with the requirements of the relevant authority.

20. The use of all generators on site must include the use of drip trays.
21. The following conditions regarding the temporary storage of fuel on site during construction must be complied with:
 - 21.1. The combined capacity of the temporary fuel storage tanks must not exceed 30m³;
 - 21.2. Temporary fuel storage tanks must be bunded (110% of the proposed tank's capacity) to contain any possible spills and to prevent any infiltration of fuel into the ground;

- 21.3. Temporary fuel storage tanks must be designed and installed in accordance with relevant Oil Industry standards and SANS codes. The tanks must be constructed to conform to the requirements of all relevant legislation; and
- 21.4. Gas and liquid fuel must not be stored in the same storage area.
- 22. The following noise mitigation measures must be implemented during the construction phase:
 - 22.1. All noise and sounds generated during all phases of the proposed development must comply with the relevant SANS codes and standards;
 - 22.2. No pure tone sirens or sounds must be used during construction unless in emergency situations, or when required with respect to relevant health and safety regulations; and
 - 22.3. Silencers must be installed and maintained on machinery, trucks and earth moving equipment.
- 23. Dust suppression methods must be used to mitigate dust during the construction phase. No potable water must be used to mitigate dust nuisance (as far as possible). Dust suppression methods (such as shade netting screens and/or straw stabilisation, etc.) must be implemented instead.
- 24. Employment opportunities must be afforded to the local community (as far as possible) during the construction phase of the proposed development.

F. APPEALS

Appeals must comply with the provisions contained in the National Appeal Regulations 2014.

- 1. An appellant must –
 - 1.1. submit an appeal in accordance with Regulation 4 to the appeal administrator, within 20 (twenty) calendar days from the date the applicant notified registered I&APs of this decision;
 - 1.2. If the appellant is the applicant, provide any registered I&AP, any Organ of State and the decision-maker with a copy of the appeal lodged with the appeal administrator; and
 - 1.3. If the appellant is a person other than the applicant, provide any registered I&AP, any Organ of State and the decision-maker with a copy of the appeal lodged with the appeal administrator.
- 2. The applicant (if not the appellant) the decision-maker, I&APs and Organ of State must submit their responding statement, if any, to the appeal authority and the appellant within 20 days from the date of receipt of the appeal submission.

3. The appeal form/s must be submitted by means of one of the following methods:

By post: Attention: Jaap de Villiers
Western Cape Ministry of Local Government, Environmental
Affairs and Development Planning
Private Bag X9186
CAPE TOWN
8000

By facsimile: (021) 483 4174; or

By hand: Attention: Mr J. de Villiers (Tel: 021 483 3721)
Room 809
8th Floor Utilitas Building, 1 Dorp Street, Cape Town, 8001

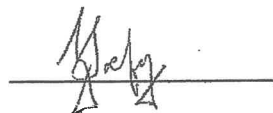
4. A prescribed appeal form, as well as assistance regarding the appeal processes is obtainable from the office of the appeal authority/ at: Tel. (021) 483 3721, E-mail: Jaap.deVilliers@westerncape.gov.za or URL <http://www.westerncape.gov.za>.

G. DISCLAIMER

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

Your interest in the future of our environment is appreciated.

Yours faithfully



MR. ZAAHIR TOEFY
DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)

DATE OF DECISION: 09/04/2015

Copy to: Ms. L. Heyns (SRK Consulting)

Fax: (021) 685 7105

FOR OFFICIAL USE ONLY:

EIA REFERENCE NUMBER:	16/3/1/2/F1/14/3013/13
NEAS EIA REFERENCE NUMBER:	WCP/EIA/0001558/2013
EXEMPTION REFERENCE NUMBER:	16/3/1/4/F1/14/3033/13
NEAS EXEMPTION REFERENCE NUMBER:	WCP/EIA/EX/0000376/2013

EIA REFERENCE NUMBERS: 16/3/1/2/F1/14/3013/13
16/3/1/4/F1/14/3033/13

ANNEXURE 1: REASONS FOR THE DECISION

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

- a) This application was submitted in terms of the NEMA EIA Regulations, 2010, and was pending at the time of the promulgation of the Environmental Impact Assessment Regulations, 2014. Some of the listed activities herein authorised may not have been listed under the previous NEMA EIA Regulations, but are now listed in terms of the Environmental Impact Assessment Regulations, 2014. In accordance with Regulation 53(3) of GN No. R. 982, these activities may be authorised as if applied for.
- b) The information contained in the application form dated 12 November 2013 and received by the competent authority on 14 November 2013, the Scoping Report received by the competent authority on 19 May 2014 and the EMP submitted together with the EIAR received by the competent authority on 13 February 2015 and the additional information received on 16 March 2015;
- c) The listed activities applicable in terms of the EIA Regulations (08 December 2014), and the assessment of the activities in the EIAR dated January 2015;
- d) Relevant information contained in the Departmental information base, including, the Guidelines on Public Participation, Alternatives and Exemptions (dated March 2013);
- e) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
- f) The comments received from interested and affected parties and the responses provided thereon, as included in the EIAR dated January 2015;
- g) No site visits were conducted. The competent authority had sufficient information before it to make an informed decision without conducting a site visit.

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

1. Exemption

Exemption from regulation 10(2)(d) was granted. All interested and affected parties ("I&AP's) were notified of the exemption application, as required. No objections were raised by I&APs in this regard.

As such, the exemption application was regarded as appropriate by the competent authority in this instance based on the adequate public participation process and the limited number of comments submitted with respect to the application.

2. Public Participation

The public participation process ("PPP") included, *inter alia*, the following:

- identification of and engagement with interested and affected parties;
- giving written notice to the owners of the land and owners and occupiers of land adjacent to the site where the listed activities are to be undertaken, the municipality and ward councillor, and the various organs of state having jurisdiction in respect of any aspect of the listed activities; and
- the placing of a newspaper advertisement in the 'Weslander' on 06 February 2014.

The Department is satisfied that the PPP that was followed met the minimum legal requirements and all the comments raised and responses thereto were included in the comments and response report.

Specific management and mitigation measures have been considered in this environmental authorisation and in the EMP to adequately address significant concerns raised.

3. Alternatives

The Noordhoek Phase 2 housing development serves as a continuation of the Phase 1 development.

Preferred Alternative (herewith authorised)

This alternative entails the establishment of a residential development and associated infrastructure which will be located within 32 metres of a wetland on Erf 1283, Noordhoek, Velddrif. A portion of the wetland will be infilled to accommodate the proposed development. The proposed residential development will require the removal of indigenous vegetation and will be implemented in phases over a period of 20 years. Each phase will consist of approximately 200-300 erven. The proposed development will also include places of worship, educational facilities and a business component.

The infrastructure associated with the development will include the following:

- Water and sewage pipelines with a diameter ranging between approximately 110mm and 250mm;
- Stormwater pipelines with a diameter exceeding 360mm and 1000m in length; and
- Roads wider than 4m with a reserve wider than 13.5m.

The development footprint of the proposed development and associated infrastructure will be approximately 35.37ha.

The proposed development will utilise the following municipal services:

- solid waste management;
- treatment and disposal of sewage and effluent;
- water supply; and
- electricity.

Layout Alternatives

Two layout alternatives were investigated. Layout Alternative 1 includes a residential component, places of worship, a school, public open space and associated infrastructure. Layout Alternative 2 includes a residential component, places of worship, educational facilities, a business component and associated infrastructure.

Layout Alternative 1 was not preferred since it would result in the loss of a large portion of the wetland located on the site. Layout Alternative 2 is the preferred alternative (herewith authorised) based on the findings of the specialists studies conducted.

"No-Go" Alternative

The "no-go" alternative was not considered appropriate as there is a great need for housing opportunities in the area. The potential impacts associated with the proposed development are regarded as acceptable and with the implementation of the EMP and the environmental authorisation, will be managed to acceptable levels.

4. Impacts, assessment and mitigation measures

4.1. Activity Need and Desirability and Socio-Economic

The provision of housing and services to communities is considered a priority, and is an ongoing issue of national importance. The proposed housing development will assist in alleviating the housing shortage in this area by providing new housing opportunities.

The proposed development on Erf 1283, Velddrif is consistent with the Local Municipality's Spatial Development Framework (dated October 2008) and Integrated Development Plan (dated 28 May 2009) as the Noordhoek area has been identified suitable for housing purposes.

Furthermore, some temporary employment opportunities will be created during the construction phase of the proposed development. Local people will be employed for all areas of employment as far as possible.

4.2. Freshwater Impacts

According to the Terrestrial and Wetland Ecological Assessment Report (dated October 2014 and compiled by Scientific Aquatic Services CC) the extent of the wetland system located on the proposed site has been significantly reduced as a result of historical agricultural activities and cannot be considered of significant importance in terms of wetland conservation.

CapeNature in their comment (dated 07 November 2014 as included in the EIAR) indicated that some parts of the site have been previously cultivated and other parts have become degraded to the point where wetland areas are no longer visible. However, it must be noted that a quarter of the proposed development site is within an 'estuarine functional zone' of an identified core estuary. In light of the fact that a high percentage of the zone has already been developed, CapeNature indicated that the remaining wetlands should be conserved. In response to CapeNature's comment, a 32 metre buffer area will be established around the wetland (except the development component which will require infilling of a portion of the wetland) which has been recommended and agreed to by the specialist.

4.3. Biophysical Impacts

According to the Terrestrial and Wetland Ecological Assessment Report (dated October 2014 and compiled by Scientific Aquatic Services CC) the vegetation type which historically occurred on the site has been classified as Cape Inland Salt Marsh and Langebaan Dune Strandveld which have not been listed as threatened ecosystems in terms of the National Environmental Management: Biodiversity Act of 2004 List of Threatened Ecosystems in Need of Protection, dated 09 December 2011. Most of the proposed site has been transformed as a result of historical agricultural activities and has been replaced with alien and pioneer species. However, the vegetation classified as Langebaan Dune Strandveld occurs on the south eastern corner of the proposed site. This area has however been excluded from the proposed development.

No species of conservation concern ("SCC") were identified within the area that contains the vegetation classified as Langebaan Dune Strandveld. However, it must be noted that the study was not conducted during the optimal season. One SCC (*Wahlenbergia asparagoides*) was identified in the transformed area and the specialist further indicated that it is unlikely that additional SCC will occur in the transformed area. This is due to a lack of suitable habitat and high levels of transformation. A number of mitigation measures which include demarcating the area containing indigenous vegetation (Langebaan Dune Strandveld) and limiting the areas required for construction activities have been recommended by the specialist.

These mitigation measures have been included as conditions of this environmental authorisation and in the EMP.

4.4. Heritage/Archaeological Resources

According to the Heritage Impact Assessment Report (dated September 2014 and compiled by ACO Associates CC) and the Archaeological Specialist study (dated October 2014 and compiled by ACO Associates CC) no archaeological material was identified on the proposed site. The specialist concluded that with the necessary implementation of their recommendations, the impacts on heritage and archaeological resources on the site will be of low significance.

Heritage Western Cape in their comment (dated 13 March 2015) indicated that they have no objections to the proposed development and support the heritage consultant's recommendations.

The recommendations provided by the heritage specialist have been incorporated into the EMP for this project.

4.5. Dust and Noise Impacts

The mitigation of dust and noise impacts during construction is important as the proposed site is located adjacent to an existing residential area.

The impacts of dust generated during the construction phase will be mitigated by the implementation of the conditions of this environmental authorisation and EMP. No potable water will be used to mitigate dust nuisance. Alternative dust suppression methods (such as shade netting screens) will be implemented instead.

All noise and sounds generated during all phases of the proposed development will comply with the relevant SANS codes and standards. Furthermore, noise impacts will be mitigated by the implementation of the conditions in this environmental authorisation and the EMP.

4.6. Impact Assessment and significance

4.6.1. The loss of indigenous vegetation as a result of the proposed development has been identified in the EIAR as being of low significance after mitigation since construction the footprint of the proposed development will be limited to the areas required for construction activities. Potential impacts will be mitigated by the implementation of the conditions of this environmental authorisation and the EMP.

4.6.2. Potential pollution and degradation of the watercourse as a result of construction and operational activities have been identified in the EIAR as being of very low significance after mitigation as a 32 metre buffer area will be established around the wetland (except the development component which will require infilling of a portion of the wetland). The buffer area will be demarcated prior to commencement of construction activities. These

measures have been included as conditions of this environmental authorisation and in the EMP.

- 4.6.3. The potential impacts on heritage and archaeological resources have been identified in the EIAR as being of very low significance after mitigation since the recommendations as stipulated by the specialist will be implemented. These measures have been included as conditions of this environmental authorisation and in the EMP.
- 4.6.4. The potential noise impact resulting from the proposed construction activities has been identified in the EIAR as being of very low significance after mitigation as construction activities will only take place during working hours and all noise and sounds generated will comply with the relevant SANS codes and standards. These measures have been included as conditions of this environmental authorisation and in the EMP.
- 4.6.5. The generation of dust as a result of the proposed construction activities has been identified in the EIAR as being insignificant as appropriate dust suppression methods will be implemented. Dust suppression measures have been included as a condition of this environmental authorisation and in the EMP.

National Environmental Management Act Principles

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

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

The development will result in both negative and positive impacts.

Negative Impacts include:

- The loss of indigenous vegetation as a result of the proposed development;
- Potential pollution and degradation of a wetland; and
- Potential noise and generation of dust as a result of construction activities.

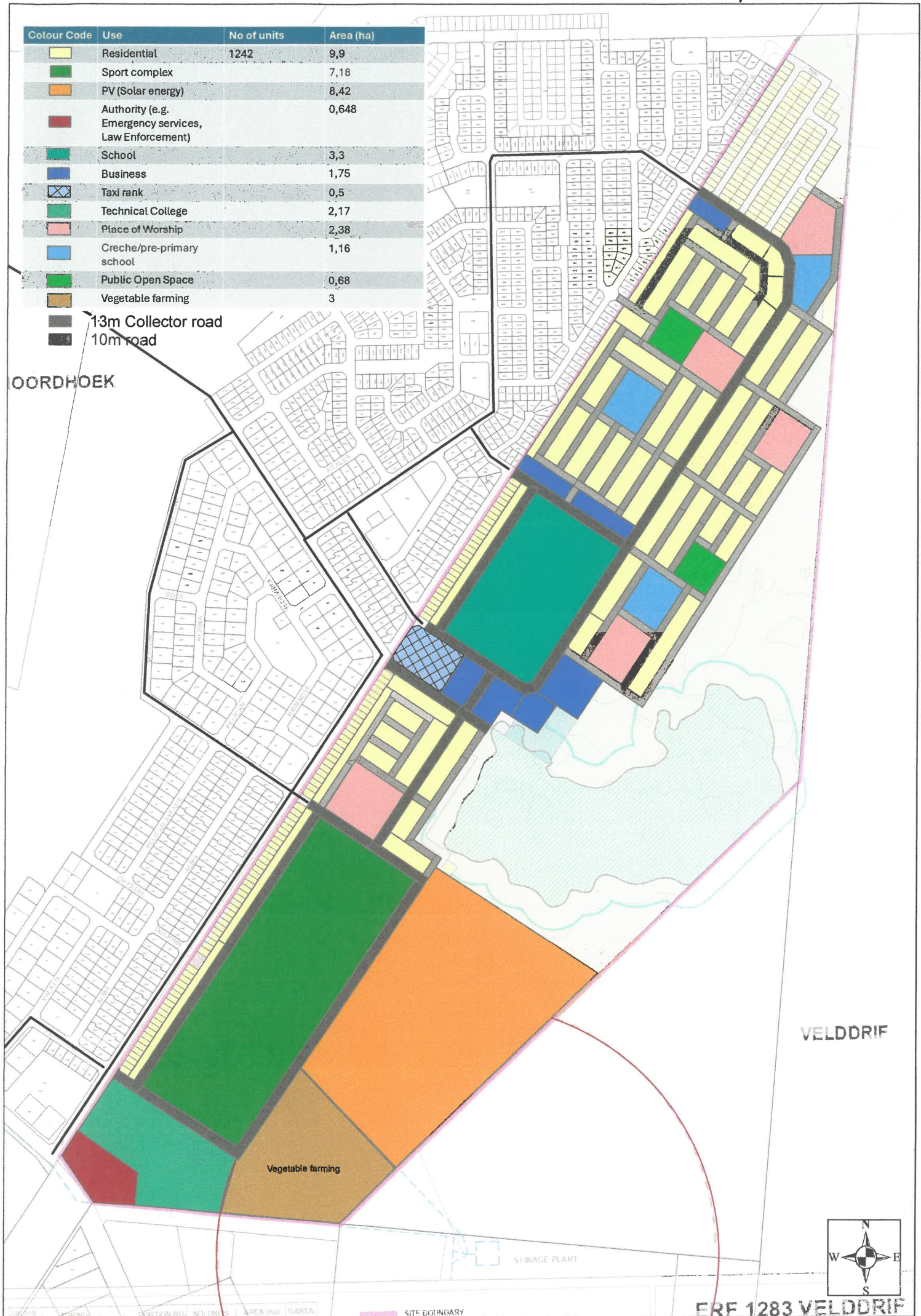
The Department is satisfied that the negative impacts of significance will be addressed by the conditions contained in this environmental authorisation and the mitigation measures contained in the EMP.

Positive impacts include:

- The proposed development will provide housing and business opportunities;
- Optimal use of municipal owned land;
- The proposed development will meet key priorities identified in the SDF and IDP; and
- Some temporary employment opportunities during the construction phase will be created.

In view of the above, the NEMA principles, compliance with the conditions stipulated in this environmental authorisation, and compliance with the EMP, the competent authority is satisfied that the proposed listed activities will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) and that any potentially detrimental environmental impacts resulting from the listed activities can be mitigated to acceptable levels.

-END-



Angila Joubert1

From: Saa-rah Adams <Saa-rah.Adams@westerncape.gov.za>
Sent: Friday, 24 April 2026 11:30
To: Angila Joubert
Cc: Hannes Vermeulen; Andre Oosthuizen; Taryn Dreyer
Subject: Proposed amendment query_ Housing Development on Erf No. 1283, Noordhoek, Velddrif

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Angila,

As discussed, key points from our discussion earlier.

This Directorate recommends that the application for a Basic Assessment for the proposed agriculture be submitted, which includes the motivation for the proposed amendment of the existing Environmental Authorisation related to the proposed changes in the density and the Site Development Plan. However, the municipality must decide based on timelines whether they will await the EMF adoption (which may only be finalised next year) to consider the proposal in this regard.

As this is a municipal proposal this Directorate will endeavour to the reduce the timeframes related to the decision-making process where possible.

We trust you find this in order.

Regards

Ms. Saa-rah Adams Reg. EAP 2019/1978 (EAPASA)

Environmental Officer (Specialised Production): Development Management Region 1

Department of Environmental Affairs and Development Planning
 Western Cape Government

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