



**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO: TPM 02/2021/22**

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**CONTRACT NO.**

**TPM 02/2021/22**

**SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS  
PURPOSES**

**MARCH 2022**

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**ISSUED BY:**

**Act. DIRECTOR: ECONOMIC DEVELOPMENT AND  
PLANNING**

**THEEWATERSKLOOF MUNICIPALITY**

**P O BOX 24**

**CALEDON**

**7230**

**NAME OF TENDERER: .....**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY</b>					
Bid Number:	TPM 02/2021/22	Closing Date:	03 JUNE 2022	Closing Time:	12:00
Description:	SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

Bid Response Documents may be Deposited in the Bid Box NO. 1 situated at:

<b>MUNICIPAL HEAD OFFICE</b>
<b>06 PLEIN STREET</b>
<b>CALEDON</b>
<b>7230</b>

<b>BIDDER INFORMATION</b>					
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]	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> 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. SIGNATURE OF BIDDER	<div style="border-top: 1px solid black; width: 100%;"></div>	2. DATE	
3. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	CONTACT PERSON	Judy van Rhyn
CONTACT PERSON	Sikhulule Mbekeni	TELEPHONE NUMBER	028 214 3300
TELEPHONE NUMBER	028 214 3300	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	028 212 1229	E-MAIL ADDRESS	<a href="mailto:judyva@twk.org.za">judyva@twk.org.za</a>
E-MAIL ADDRESS	<a href="mailto:sikhululemb@twk.org.za">sikhululemb@twk.org.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.
2.3	Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
2.4	Foreign suppliers must complete the pre-award questionnaire in part b:3.
2.5	Bidders may also submit a printed tcs certificate together with the bid.
2.6	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number.
2.7	Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER: .....

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

# THEEWATERSKLOOF MUNICIPALITY

CONTRACT No. TPM 02/2021/22

SALE OF ERF 911 RIVIERSONDEREND

## GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday 29 April 2022
CLOSING DATE	:	Friday 3 June 2022
CLOSING TIME	:	12h00
CLOSING VENUE	:	Theewaterskloof Municipality 6 Plein Street <b>CALEDON</b> 7230
TENDER BOX	:	Tender Box <b>No.1</b> , Located at the Entrance of Theewaterskloof Municipality.  <b>Theewaterskloof Municipality</b> <b>6 Plein Street</b> <b>CALEDON</b> <b>7230</b>  Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

ITEM NO.	LIST OF RETURNABLE DOCUMENTS	PG. NO.
1	Tender Notice and Invitation to tender	3
2	Section 1: Standard Conditions of Tender	5
3	Section 2A & 2B: General and Special Conditions of Tender	14
4	Section 3: Special Conditions of Contract	16
5	Section 4A & 4B: Pricing Instruction and Pricing Schedule	17
6	Section 5: Form of Offer and Acceptance	19
8	Section 6: List of Returnable Documents	23



## Tender Notice and Invitation to Tender

**THEEWATERSKLOOF MUNICIPALITY**, Act. Director: Economic Development and Planning invites tenders for Contract No.: **TPM 02/2021/22 – SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES**

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

A set of Tender Documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 06 Plein Street, Caledon from **Friday, 29 April 2022** during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R 500.00 (VAT Inclusive) is applicable.** It is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Natalie Arendse at [nataliear@twk.org.za](mailto:nataliear@twk.org.za)

All technical enquiries must be directed to the Directorate Economic Development and Planning to:

Mrs Judy van Rhyn  
Theewaterskloof Municipality,  
Caledon  
7230  
E-mail: [judyva@twk.org.za](mailto:judyva@twk.org.za)

The closing time for receipt of tenders is **12h00 on Friday, 03 June 2022** at the Theewaterskloof Municipality, Tender Box 1- at the main entrance, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Tenders, completed in full, must be submitted in tender box no. 1 which is located at the entrance to the municipality head office of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the highest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

J Jonkers  
Acting Municipal Manager  
Theewaterskloof Municipality  
P O Box 24  
6 Plein Street  
Caledon  
7230

# Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

## Tender Data

### 1. General

#### 1.1 Actions

The Employer is the Theewaterskloof Municipality, represented by the **Act. Director Economic Development and Planning**

#### 1.2 Tender Documents

The tender documents issued by the Employer comprise:

This tender document (Tender No: **TPM 02/2021/22**), in respect of contract: **SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES**

##### The Tender

##### Tendering Procedures

Tender notice and invitation to tender

Tender data

##### The Contract

##### Specifications

Terms of Reference (TOR)

##### Pricing data

Pricing Schedule

##### Agreement and contract data

Form of offer and acceptance

Contract data

##### Returnable Documents

List of returnable document

Returnable schedules

#### Annexure B: Aerial Photo of Erf 911 Riviersonderend

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

#### 1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender.

The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

Name: **Mrs. Judy van Rhyn**

Postal address: Directorate: Economic Development and Planning  
PO Box 24  
Caledon  
7230

E-mail: [judyva@twk.org.za](mailto:judyva@twk.org.za)

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

## SECTION 1: STANDARD CONDITIONS OF TENDER

### 1.1.1 General

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, timeously and with integrity, and behave equitably, honestly and transparently.

### 1.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### 1.1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

1.1.3.1 **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

1.1.3.2 **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

1.1.3.3 **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

1.1.3.4 **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

### 1.1.4 Communication between employer and tenderer

Each communication between the employer and a tenderer shall be to or from the employer's representative department and Supply chain department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

### 1.1.5 The employer's right to accept or reject any tender offer

The employer reserves the right to accept a tender in full, partially or not at all. The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

### 1.1.6 Tenderer's obligations

#### 1.1.6.1) Eligibility

Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.



#### **1.1.6.2) Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **1.1.6.3) Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **1.1.6.4) Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **1.1.6.5) Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **1.1.6.6) Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **1.1.6.7) Clarification meeting**

N/A

#### **1.1.6.8) Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

#### **1.1.6.9) Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **1.1.6.10) Pricing the tender offer**

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

#### **1.1.6.11) Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **1.1.7 Alternative tender offers**

No alternative offers will be accepted.

### **1.1.8 Submitting a tender offer**

Submit a tender offer to lease the land in terms of the contract data, unless stated otherwise in the tender data.

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

### **1.1.9 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **1.1.10 Closing time**

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **1.1.11 Tender offer validity**

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **1.1.12 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

### **1.1.13 Provide other material**

Provide, on request by the employer, any other supporting documentation that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide supporting documentation, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

#### **1.1.14 Inspections, tests and analysis**

Provide access during working hours to the proposed land for inspections, tests and analysis as provided for in the tender data.

#### **1.1.15 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **1.1.16 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **1.1.17 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

## **2. Tenderer's obligations**

### **2.1 Eligibility**

Only those tenderers who satisfy the following criteria are eligible to submit tenders: **(This is a requirement on submission of bid).**

#### **2.1.1 Tender Participation Fee**

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 10**.

#### **2.1.2 Offer Complies with the Reserve Price**

In order to be considered for an award in terms of this tender, bidders must comply with the Reserve Price.

### **2.2 Alternative tender offers**

Alternative tenders will not be considered

### **2.3 Submitting a tender offer**

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 8**. Tenderers submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, Schedule 8, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box:** Tender box no. 1 at the Main Entrance of Theewaterskloof Municipality

**Physical address:** Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

**Identification details:** Tender number: **TPM 02/2021/22**

**Title of tender:** **SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES**

Name and address of tenderer:

**Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above-mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.**

A two-envelope procedure will **not** be followed.

## **2.4 Closing time**

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

## **2.5 Tender offer validity**

The tender offer will be valid until registration of the property into the purchaser's name.

## **2.6 Clarification of tender offer after submission**

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

## **2.7 Certificates**

### **Tax Clearance Certificate**

Tenderers shall complete **Schedule 1: Declaration of Good Standing Regarding Tax in Part Returnable Schedules**. Failure to properly complete **Schedule 1** in Returnable Schedules may prejudice the tender and it may be rejected for such reason.

Each party to a Consortium / Joint Venture shall complete **Schedule 1** separately.

# **3. The Employer's undertakings**

## **3.1 Opening of tender submissions**

The time and location for opening of the tender offers is immediately after the closing time:

Time: **12h00 on Friday, 03 June 2022**

Location: Council Chambers, Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230.

## **3.2 Test for responsiveness**

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of bid document)

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the scope of work and specifications as advertised,
- The tenderer has failed to comply with the pricing instruction,
- The tenderer has failed to comply with the general and special conditions of contract, and
- The tenderer has failed to comply with Clause 1 of the additional General and Special conditions of the tender.

## **3.3 Test for administrative compliance**

Tenders will be found non-compliant if, inter alia: (These documents may be requested)

- The tenderer has failed to complete and sign and attach requested information to all Schedules not excluded in responsiveness criteria;

- The tenderer has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise;
- The bidder has failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate may be requested; and
- The tenderer has failed to submit a certified valid B-BBEE certificate, QSE or EME affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified valid copy of the B-BBEE certificate, QSE or EME Affidavit may be requested.
- The tenderer has failed to submit proof of payment of tender participation fee. Proof of payment of tender participation fee may be requested.

### 3.4 Evaluation of tender offers

The tender will make provision that if the accepted first entity tender will not proceed for some or other reason, the tender will be awarded to the Second Highest Tenderer alternatively or other successful tender.

#### General

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

P <sub>s</sub>	=	Points scored for price of bid under consideration
P <sub>t</sub>	=	Price of bid under consideration
P <sub>max</sub>	=	Price of highest acceptable bid

#### Points awarded for B-BBEE Status Level of Contribution

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.

### 3.5 Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- b) The tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 12**);
- c) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 6**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

### 3.6 SCM Related Appeals

**Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.**

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be

notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

### **3.7 Provide copies of the contract**

The number of paper copies of the signed contract to be provided by the Employer is one.

## **ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

### **1. Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (**form Of Offer and Acceptance**);
- b) if the tender is not completed in hand written non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.
- e) Tenderers must complete and sign all schedules. If the section/schedules is signed by the person authorised to sign the tender is, the municipality will interpret that the section/schedule is not signed.

### **2. Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity; and
- b) is not to the detriment of any other tenderer.

Minutes of any such negotiations shall be kept for record purposes.

### **3. General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy, the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;

In this regard, tenderers shall complete **Schedule 6**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

### **4. Combating abuse of the Supply Chain Management Policy**

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- c) been convicted of fraud or corruption during the past five years;

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

## SECTION 2 GENERAL AND SPECIAL CONDITIONS OF TENDER

1. The tender shall be awarded to the entity with the highest financial offer, who meets all the conditions set in this document.
2. The reserve price of R2 060 000.00 was determined and no offer less than this amount will be accepted.
3. The Buyer is responsible for all costs related to the alienation.
4. The Deed of Sale must be signed within fourteen (14) days, after awarding of the tender.
5. A 10% deposit is payable on day of signing the Deed of Sale by the Buyer and the outstanding balance of the Purchase price will be payable on request of the Seller's attorney before registration.
6. The Municipality will appoint an attorney to do the transfer of the property at the cost of the Buyer and the Deposit is non-refundable.
7. Transfer of the property must take place within six (6) months, after the signing of the Deed of Sale.
8. The development of the property for business purposes must commence within a period of 2 years. The Planning Approval is valid until 06 June 2023, so the implementation of a business must be done within this timeframe otherwise the zoning of the property will lapse. The onus is on the buyer to apply for extension of the validity period of the Planning approval.
9. The property is zoned Business 2 and must be utilized for Business purposes as prescribed in the applicable Town Planning Scheme, See enclosed Planning Approval dated 06 June 2018, as well as the Development Parameters for Business zone 2.
10. That property rates be levied as from date of registration in the purchaser's name. If the Purchaser fails to erect a building to the value of at least R1 000 000.00 (One Million Rand) within 12 months after date of registration, rates will be payable on a municipal valuation of the same value as indicated, with an escalation of 10% per year.
11. The tenderer shall at its own costs construct the internal municipal civil and electrical services for the development.
12. The tenderer shall be responsible for all cost relating to the connections for water, sewerage and electricity supply to the property and any other services, if needed.
13. The property is sold at it stands 'voetstoots', and the Municipality shall not be responsible for any defects in the property either patent or latent. The property is subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes, which may exist in regard thereto. The Municipality shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property, which may be revealed on any survey or re-survey, and shall not benefit by any excess.
14. The **ADVERTISEMENT NOTICE BOARD** on the property is currently being utilized and a final notice of cancellation must still be given to the utilizing entity.



## SCHEDULE 2B: SPECIAL CONDITIONS OF TENDER

### SPECIAL CONDITIONS OF TENDER

#### A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

For the **unskilled labor** portion of this tender the Service Provider MUST employ **100% local laborer's from Riviersonderend taking place relating to the construction of the said building**. Contractor must comply with EPWP requirements for all unskilled labor and to supply the necessary documents to Theewaterskloof Municipality to register them.

#### B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)

Any additional information upon request must be submitted in writing within 48 hours of receipt.

#### C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)

The service provider must provide the Municipality with a completed list of Local laborer's used & Local Spending.

The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details:

- a. Salary / wages spent on local employees versus total wages / salary budget at site
- b. Number of local employees employed versus per total workforce at site
- c. Amount spent on local suppliers versus budgeted

Any amendments to the list requires prior approval from the Municipality.

**I HEREBY DECLARE THAT I COMPLY WITH ALL THE GENERAL AND SPECIAL CONDITIONS OF TENDER AS SET OUT ABOVE.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SECTION 3  
SPECIAL CONDITIONS OF CONTRACT**

**OBJECTIVE**

The Theewaterskloof municipality's objective with this bid process is to sell **Erf 911 Riviersonderend** for **business purpose**.

**PROJECT BACKGROUND**

1. This business-zoned property is earmarked for the development and establishment of suitable business/es in Riviersonderend.
2. Through the sale of the property, it is anticipated that jobs must be created.
3. Transfer of skills must take place.
4. The utilizing of green concepts within the development must take place.

***NB: Unless clearly indicated otherwise it will be accepted that the tenderer are in full agreement with the scope of works and specifications.***

**I HEREBY DECLARE THAT I ACCEPT THE SPECIAL CONDITIONS OF THE CONTRACT AS SET OUT ABOVE.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SECTION 4:A  
PRICING INSTRUCTION**

Having examined the Tender Document for the sale of Erf 911 Riviersonderend for business purposes. We herewith make our bid offer for:

**Erf 911 Riviersonderend, 1,2863 Hectares in size and zoned Business Zone 2.**

- **The Tender offer must be equal or higher than the reserve price of R 2 060 000.00 (VAT inclusive).**
- The purchase price is for a once-off sale.

We understand you are not bound to accept the highest Bid or any Bid you may received and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We certify that this is a *bona fide* Bid, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake not to do at any time before the hour and date specified for the return of this Tender any of the following acts:-

- Communicating to a person calling for those Tenders the approximate amount of the proposed Bid;
- Entering into any agreement or arrangement with any other person that he shall refrain from Bidding or as to the amount of any Bid to be submitted; and
- Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other Bid any act or thing of the sort described above.

In this certificate, the word "person" include any persons and anybody or association, corporate or unincorporated; and " any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

**SECTION 4:B  
PRICING SCHEDULE**

<b>Erf No</b>	<b>Street Address</b>	<b>Extent in Hectares</b>	<b>Reserve Price (VAT Incl.)</b>	<b>Zoning</b>	<b>Financial offer in Rands (VAT Incl.)</b>
911	Main Road, between Riebeek Avenue and Human Street, Riviersonderend	1.2863	R2 060 000.00	Business Zone 2	R

**I HEREBY DECLARE THAT I ACCEPT THE PRICING INSTRUCTION AND SCHEDULE AS SET OUT ABOVE.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SECTION 5:  
FORM OF OFFER AND ACCEPTANCE**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract of Lease of:

**CONTRACT NO: TPM 02/2021/22**

**SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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 service provider 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.

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS:**

Rand. ....

..... (in words);

R ..... (in figures)

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 service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**for the tenderer**

(Name and  
address of  
organization) .....

Name and  
signature  
of witness .....

Date .....

.....

## Acceptance

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 accept the rental amount tendered 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.

The terms of the contract, are contained in:

Section 2:	General and Special conditions of Tender.
Section 3:	Special conditions of Contract
Section 4:	Pricing Instruction and Pricing Schedule
Section 5:	Form of Offer and Acceptance
Section 6:	Returnable Schedules

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Lessee) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the  
Employer**      THEEWATERSKLOOF MUNICIPALITY  
DIRECTORATE: ECONOMIC DEVELOPMENT AND PLANNING SERVICES  
6 PLEIN STREET  
CALEDON  
7230

Name and  
signature .....

of witness .....

Date .....

.....

## Schedule of Deviations

1 Subject .....	
Details .....	
.....	
.....	
.....	
2 Subject .....	
Details .....	
.....	
.....	
.....	
3 Subject .....	
Details .....	
.....	
.....	
.....	
4 Subject .....	
Details .....	
.....	
.....	
.....	
5 Subject .....	
Details .....	
.....	
.....	
.....	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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.

**For the Tenderer:**

Signature(s) .....  
Name(s) .....  
Capacity .....  
  
(Name and address of organization) .....  
.....  
  
Name and signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....  
Name(s) .....  
Capacity .....  
  
(Name and address of organization) .....  
.....  
  
Name and signature of witness ..... Date .....



**SECTION 6:  
LIST OF RETURNABLE DOCUMENTS**

	<b>DESCRIPTION</b>	<b>PG. NO.</b>
<b>SCHEDULE 1:</b>	Tax Clearance certificate requirements (MBD 2)	23
<b>SCHEDULE 2:</b>	Declaration of Interest (MBD 4)	24
<b>SCHEDULE 3</b>	Preference points claim form in terms of the Preferential Procurement Reg. 2017 (MBD 6.1)	27
<b>SCHEDULE 4:</b>	Declaration of Bidders past Supply Chain Management Practices (MBD 8)	32
<b>SCHEDULE 5:</b>	Certificate of Independent Bid Determination (MBD 9)	34
<b>SCHEDULE 6:</b>	Compulsory Enterprise Questionnaire	37
<b>SCHEDULE 7:</b>	Address Schedule	39
<b>SCHEDULE 8:</b>	Record of Addenda	40
<b>SCHEDULE 9:</b>	Signatory of Authority	41
<b>SCHEDULE 10:</b>	Tender Participation Fee	44
<b>SCHEDULE 11:</b>	B-BBEE Proof	45
<b>SCHEDULE 12:</b>	Municipal Account / Lease Agreement	46
<b>ANNEXURE A</b>	SG Diagram of Erf 911 Riviersonderend	47
<b>ANNEXURE B</b>	Aerial Photo of Erf 911 Riviersonderend	49
<b>ANNEXURE C</b>	Title Deed of Erf 911 Riviersonderend	50
<b>ANNEXURE D</b>	Town Planning Approval	56
<b>ANNEXURE E</b>	Development Parameters Business Zone 2	59

**SCHEDULE 1:**  
**MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

- a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
- b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

<b>1. Tax Reference Number</b>	
<b>2. Tax Compliance Status Pin</b>	
<b>3. Tax Clearance Certificate Number:</b>	

c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

**SCHEDULE 2:  
MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 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, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle 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**

3.14.1 If yes, furnish particulars:

.....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**SCHEDULE 3:  
MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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, 2017.**

**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 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

## 4. POINTS AWARDED FOR PRICE

### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

**6. BID DECLARATION**

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

- 9.8 Total number of years the company/firm has been in business:.....
- 9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**SCHEDULE 4:  
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:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. 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.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

#### 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**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**SCHEDULE 5:  
MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. 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
  - c. 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

### **TENDER NO: TPM 02/2021/22 SALE OF ERF 911 RIVIERSONDEREND FOR BUSINESS PURPOSES**

in response to the invitation for the bid made by:

#### **THEEWATERSKLOOF MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 6:  
COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
(LOCAL OFFICE) .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council            | <input type="checkbox"/> an employee of any provincial department,  |
| <input type="checkbox"/> a member of any provincial legislature       | national or provincial public entity or                             |
| <input type="checkbox"/> a member of the National Assembly or the     | constitutional institution within the meaning of                    |
| National Council of Province  | the Public Finance Management Act, 1999 (Act                        |
| <input type="checkbox"/> a member of the board of directors of any    | 1 of 1999)  |
| municipal entity  | <input type="checkbox"/> a member of an accounting authority of any |
| <input type="checkbox"/> an official of any municipality or municipal | national or provincial public entity                                |
| entity  | <input type="checkbox"/> an employee of Parliament or a provincial  |
|   | legislature   |



If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE 7:  
ADDRESS SCHEDULE**

<b>WORK ADDRESS</b>	<b>BUILDING</b>	
	<b>STREET</b>	
	<b>SUBURB</b>	
	<b>CITY / TOWN</b>	
	<b>POSTAL CODE</b>	
	<b>TELEPHONE</b>	
	<b>FAX</b>	
	<b>CELL</b>	
	<b>E-MAIL</b>	
<b>POSTAL ADDRESS</b>	<b>POST BOX</b>	
	<b>SUBURB</b>	
	<b>CITY / TOWN</b>	
	<b>POSTAL CODE</b>	

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE 8:  
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 9:  
SIGNATORY OF AUTHORITY**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing 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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_\_\_\_,

Mr/Mrs \_\_\_\_\_ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf

of \_\_\_\_\_ (Name of Company) in

his/her capacity as \_\_\_\_\_

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

**B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

I, \_\_\_\_\_ the undersigned, hereby

Confirm that I am the sole owner of the business trading as \_\_\_\_\_

<b>Sign on behalf of company:</b>		<b>Date</b>	
<b>Print Name:</b>			
<b>Witness 1:</b>		<b>Witness 2:</b>	

**C. 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 \_\_\_\_\_ (name of firm)

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

Full Name of Director	Residential address	Signature

<b>Sign on behalf of company:</b>		<b>Date</b>	
<b>Print Name:</b>			
<b>Witness 1:</b>		<b>Witness 2:</b>	

#### D. CLOSE CORPORATION

In the case of a close corporation 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.

By resolution of members at a meeting on \_\_\_\_\_ 20\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ Mr/Ms , \_\_\_\_\_ whose

signature appears below, has been authorized to sign all documents in connection with this bid on

behalf of (Name of Close Corporation) \_\_\_\_\_

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

**SCHEDULE 10:  
PROOF OF PAYMENT OF TENDER PARTICIPATION FEE**

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 11:  
B-BBEE PROOF**

The tenderer must attach to this page proof of **their B-BBEE** level of contribution.

**SIGNED ON BEHALF OF TENDERER:** .....



**SCHEDULE 12:  
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer should attach to this page a copy of their latest municipal account / a valid lease agreement.

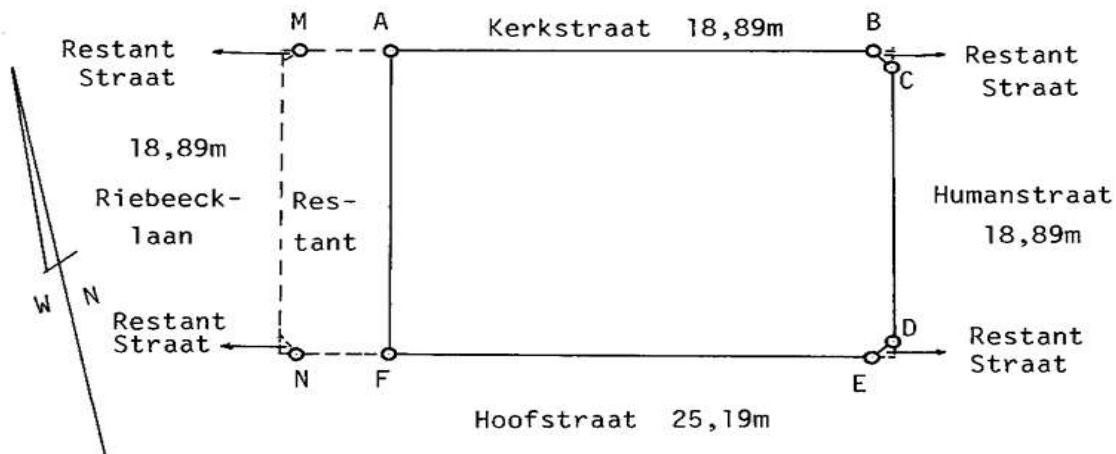
**SIGNED ON BEHALF OF TENDERER:** .....

**ANNEXURE A**  
**SG DIAGRAM OF ERF 911 RIVIERSONDEREND**

SYE METER		RIGTINGS- HOEKE	KOÖRDINATE Stelsel Plaaslik X			L.G. No.
AB	122,93	270 03 00	A	+455,06	+621,18	1 5 2 4 / 9 3
BC	7,07	315 03 00	B	+332,13	+621,28	Goedgekeur
CD	90,75	0 03 00	C	+327,14	+626,29	<i>Rox</i>
DE	7,07	45 03 00	D	+327,22	+717,04	Landmeter-generaal
EF	122,93	90 03 00	E	+332,22	+722,03	1993 . 11 . 19
FA	100,75	180 03 00	F	+455,15	+721,93	

Konneksies.

AM	24,50	90 03 00	M	+479,56	+621,16
FN	24,50	90 03 00	N	+479,65	+721,90



Bakens.

A,B,C,D,E,F,M - 12 mm ysterpen

N - gat in ondergrondse beton gekap.

Skaal 1: 2 000

Die figuur A B C D E F

stel voor 1,2863 hektaar

grond, synde

ERF 911 'n gedeelte van ERF 909 RIVIERSONDEREND

geleë in die Munisipaliteit van Riviersonderend

Administratiewe Distrik

CALEDON

Provinsie Kaap die Goeie Hoop.

Opgemeet in Aug.-Okt.1984  
deur my, Januarie 1991  
Februarie 1992

*Doersen*  
L.I. TOERIEN Landmeter

Hierdie kaart is geheg aan

Die oorspronklike kaart is.

Lêer No. S/11092/7

No. T 74471/94  
gedateer  
t.g.v.

No. 9193/1992 geheg aan  
Transport/Grendbrief  
No. T 74470/94

M.S. No. E 2894/92

Komp. AI-2DB/W24 (409)  
AI-2DB/X22 (412)

Registrateur van Aktes

APPROVED IN TERMS OF SECT. 25 OF ORD. 15/1985	
REF	<u>M/5</u>
DATE	<u>1993-03-02</u>

SIGNED ON BEHALF OF TENDERER: .....

**ANNEXURE B**  
**AERIAL PHOTO OF ERF 911 RIVIERSONDEREND**



**SIGNED ON BEHALF OF TENDERER:** .....

ANNEXURE C  
TITLE DEED OF ERF 911 RIVIERSONDEREND

JAN 9 DE 1997 EN DEUR 1997  
Pobut 10/24  
8000 KAAPSTAD

Opgestel deur my

TRANSPORTBESORGER  
THERON, S.D.

SECURITY DUTY	R
FOOT FEE	R 75,00

*in te voer*

T 26806 97

VIR VERDERE ENDORSEMENTE SIE  
FOR FURTHER ENDORSEMENTS SEE

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK:-

DAT

PAUL ALEXIS KLOPPERS

voor my, REGISTRATEUR VAN AKTES te KAAPSTAD, verskyn het, hy, die genoemde  
Komparant synde behoorlik daartoe gemagtig deur 'n volmag aan hom verleen deur:

VANI BELEGGINGS BK  
CK 89/40914/23

geteken te RIVIERSONDEREND op 6 FEBRUARIE 1997

A

ARTIKEL 16 VAN WET 47 VAN 1937 GETRANSPOORTEER AAN	SECTION 16 OF ACT 47 OF 1937 TRANSFERRED TO
DIE REPUBLIEK VAN SUID AFRIKA	THE REPUBLIC OF SOUTH AFRICA
<i>Munisipaliteit Theewaterskloof</i>	<i>Thompson</i>
<b>T</b> 000001634 / 2005	
12 JAN 2005	REGISTRATEUR/REGISTRAR

En genoemde Komparant het verklaar dat nademaal die hiernabeskrewe eiendom die hiernagemeelde Transportontvanger toekom kragtens 'n bevel van die Hooggeregshof van Suid-Afrika gedateer 27 November 1996 (Provinsiale Afdeling Kaap Die Goeie Hoop) Saaknommer 6249/1995

en dat hy, in sy voornoemde hoedanigheid hierby in volkome en vrye eiendom sodeer en transporteer aan en ten gunste van

#### **MUNISIPALITEIT VAN RIVIERSONDEREND**

Hul opvolgers in titel of Regverkrygendes

ERF 911 RIVIERSONDEREND  
IN DIE MUNISIPALITEIT RIVIERSONDEREND  
AFDELING CALEDON  
PROVINSIE WES-KAAP

GROOT: 1,2863 (EEN KOMMA TWEE AG SES DRIE) HEKTAAR

AANVANKLIK OORGEDRA EN NOG GEHOU KRAGTENS TRANSPORTAKTE  
NR T74471/1994 MET KAART NR 1524/1993 WAT DAAROP BETREKKING HET

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Sertifikaat van Geregistreerde Titel Nr. T 74470/1994.
- B. **ONDERHEWIG VERDER** aan en **GEREGTIG** op die voordeel van die serwituut waarna verwys word in die aantekening gedateer 27 Januarie 1925 op Transportakte Nr. 8228/1924, welke aantekening soos volg lees:

"By Notarial Deed dated 12th December 1924, the owner of the land hereby conveyed acquires all the right to which the owner of the Remaining land conveyed by Para 2 of Transfer No T6989 dated 31 July 1924, is entitled in respect of the water flowing in the Oliphants River with rights of access and egress, and certain restrictions are imposed in regard to the sale of land conveyed by Transfer 6989 of 31 July 1924, and the land conveyed by Transfer 11142 of 5 December 1924. The land hereby conveyed is further subject to a certain right of way in favour of the land conveyed by Deed of Transfer 6989 dated 31 July 1924 as will more fully appear on reference to the copy annexed hereto."



08/04 - Interact (011) 444-4442



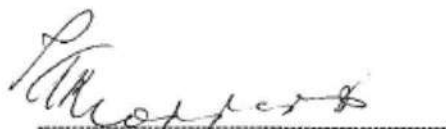
WESHALWE die Komparant afstand doen van al die regte en titel wat die voormelde transportgewer voorheen op genoemde eiendom gehad het en gevolglik ook erken dat Gesegde Transportgewer geheel en al van die besit daarvan onthef word en nie meer daartoe geregtig is nie, en dat, kragtens hierdie akte, voormelde Transportnemer, Hul Opvolgers in Titel of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat.

TEN BEWYSE WAARVAN EK, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die kantoor van die REGISTRATEUR VAN AKTES te

KAAPSTAD

op hierdie 27<sup>ste</sup> dag van MARET 1997



q.q. Handtekening van Komparant

IN MY TEENWOORDIGHEID,



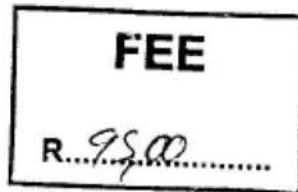
REGISTRATEUR VAN AKTES





236

CHRIS FICK & GENOTE

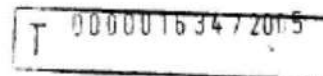


Opgestel deur my

Aktebesorger  
S D Theron

1-2  
0

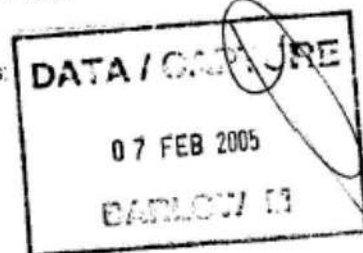
**AANSOEK VIR ENDOSSERING VAN TITELAKTE KRAGTENS  
ARTIKEL 16 VAN WET 47 VAN 1937**



Ek, die ondergetekende,

Dawid Jacobus Adonis, in my hoedanigheid as Munisipale Bestuurder van die  
**Munisipaliteit Theewaterskloof**, behoorlik daartoe gemagtig,

verklaar hiermee dat aangesien die eiendom beskryf as:



**Erf 911 Riviersonderend**  
geleë in die Munisipaliteit Theewaterskloof,  
Afdeling Caledon, Provinsie Wes Kaap;

gehou word deur die Munisipaliteit van Riviersonderend kragtens **Transportakte**  
Nr. T 26806/1997; en

**Nademaal** die Munisipaliteit van Riviersonderend ontbind is en die eienaarskap van alle  
onroerende eiendom van die voornoemde Munisipaliteit van Riviersonderend berus by  
die Munisipaliteit Theewaterskloof kragtens Provinsiale Kennisgewing Nr 493  
gepubliseer in Provinsiale Gazette Nr 5591 gedateer 22 September 2000 uitgereik  
kragtens die Wet op Plaaslike Regering, Wet Nr. 117 van 1998; en

**Nademaal** daar voldoen is aan die wetlike vereistes en bepalings in verband met die  
verandering van eiendomsregte ten opsigte van die bogenemde eiendom;

3v  
AH

Nou derhalwe doen ek hiermee aansoek ingevolge Artikel 14(4)(a) van Wet Nr 117/1998 en Artikel 16 van die Registrasie van Aktes Wet, Wet 47 van 1937, dat die nodige endossement op die voormelde titelakte aangebring word ten einde te bevestig dat die voormelde eiendom vestig in die Munisipaliteit Theewaterskloof.


Geteken te Caledon op 15 Desember 2004.

Getuies:

1.



2.





**SIGNED ON BEHALF OF TENDERER:** .....

**ANNEXURE D  
TOWN PLANNING APPROVAL**

**MASIPALA WASE THEEWATERSKLOOF MUNISIPALITEIT**

Munisipale Kantoor/Municipal Office  
Pleinstraat/Plein Street  
Posbus/P.O Box 24  
**CALEDON**  
7230



Tel. no.: 028 214 3300  
Faks/Fax no.: 028 214 1289  
E-pos/E-mail: [twkmun@twk.org.za](mailto:twkmun@twk.org.za)

Our Reference Number: **R/911**

Your Reference Number:

Enquiries: Enquiries: **Eleanor Moolman, 028 214 3300 / [eleanorpa@twk.org.za](mailto:eleanorpa@twk.org.za)**

Date: **06 June 2018**

**Ms B Swartland**

**Theewaterskloof Municipality**

**6 Plein Street**

**CALEDON**

**7230**

**REGISTERED MAIL**

(PER-EMAIL: [judyva@twk.org.za](mailto:judyva@twk.org.za) )

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**DECISION LETTER TO APPLICANT**

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Dear Mr/Mrs/Ms

**APPLICATION FOR REZONING: ERF 911, RIVIERSONDEREND**

1. This Municipality's letter dated 13 September 2017 refers.
2. The Municipal Planning Tribunal on 26 April 2018 **approved** your application for the following on Erf 911, Riviersonderend, in terms of Section 60 of the Theewaterskloof Municipality: By-law on Municipal Land Use Planning, 2015:
  - 2.1 **Rezoning** from Authority Zone to Business Zone 2.
3. **Reasons for the above recommendation:**
  - 3.1 The proposal is aligned with the Theewaterskloof Spatial Development Framework proposals.
  - 3.2 The proposed development will promote densification and infill development will ensure the maximum utilization of the bulk infrastructure.

- 3.3 The proposal will have no negative impact on the character of the surrounding area.
- 3.4 The proposal will not negatively impact on the existing bulk engineering services.
- 3.5 Development will prohibit illegal occupation of land.
- 3.6 The development and utilization of land within the urban area is more sustainable.
- 4. The abovementioned approval is subject to the following conditions in terms of Section 66 of the Theewaterskloof Municipality: By-law on Municipal Land Use Planning:**
  - 4.1 The approval is valid for 5 years, from the date of final notification, after which it shall lapse if not exercised in terms Section 17(5) of the Theewaterskloof Municipality: By-law on Municipal Land Use Planning;
  - 4.2 The site development plan must be submitted for approval to the satisfaction of the Manager of Town Planning and Building Control prior to the submission of the building plans.
  - 4.3 The site development plan must be sensitive to incorporate the existing to protect the streetscape of the area.
  - 4.4 The site development plan must be submitted to SANRAL for comments.
  - 4.5 The installation of services or the upgrade of existing services (if required) will be for the cost of the applicant/developer;
  - 4.6 Complete building plans, for any built structure, must be submitted to the Department: Town Planning and Building Control for approval, before any construction activities commence;
  - 4.7 All prescriptions in terms of the National Building Regulations, must be adhered to;
  - 4.8 The approval of this application does not exempt the applicant/developer from compliance with any other legislation that might be/become applicable with regard to the proposed development; and
  - 4.9 No structures to be erected within 2 metres of existing municipal infrastructure; and
- 5. You are hereby informed of your right to appeal to the Appeal Authority in terms of Section 79(2) of the Theewaterskloof Municipality: By-law on Municipal Land Use Planning, 2015 ("the By-law") against the above decision. The appeal application must adhere to the provisions referred to in Section 80 of the By-law.

- 5.1 The attached appeal form must be completed and should be directed to the Appeal Authority and received by the Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230 telephone: 028 214 3300, within 21 days of notification of this decision together with proof of payment of the appeal fee.
  - 5.2 Should the municipality receive an appeal a notice must be served in accordance with section 35 of the said legislation and in accordance with the additional requirements as may be determined by the Municipality. The notice must invite persons to comment on the appeal within 21 days from date of notification of the appeal.
6. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

Yours faithfully



**J C PIENAAR**  
**MANAGER TOWN PLANNING & BUILDING CONTROL**

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**SIGNED ON BEHALF OF TENDERER:** .....

## ANNEXURE E DEVELOPMENT PARAMETERS BUSINESS ZONE 2

13 May 2011

Province of Western Cape: Provincial Gazette 6875

709

- (ii) no portion of a canopy projection shall be less than 2,8 m above the pavement;
- (iii) the Council may lay down more restrictive requirements relating to the dimensions, design and materials of the canopy or balcony;
- (iv) The owner must enter into an encroachment agreement with the Council.
- (h) **Street corners**  
The Council may require that the owner of a building, so be situated at a public street corner which the Council considers to be significant, shall incorporate in the building architectural features which focus visual interest on the corner, and which emphasise the importance of pedestrian movement around the corner. Such features may include a building cut-off, walkthrough covered arcade, plaza or other elements.
- (i) **Parking and access**
  - (i) Parking and access thereto must be provided on the land unit in accordance with section 17.1.
  - (ii) In order to enhance the amenity of the street level, the Council may require that no parking bays on the land unit, or within a building at ground floor level, shall be located closer than 10 m to the street boundary.
- (j) **Loading facilities**  
The Council may require that loading facilities are provided on the site as prescribed in section 17.3.
- (k) **Screening**  
The Council may require that:
  - (i) any part of the land unit which is used for the storage or loading of goods, shall be enclosed with a suitable brick wall, concrete wall or landscape screening;
  - (ii) any external utility service or equipment which is required for a building, whether on the roof, side of the building or ground, shall be appropriately screened from view, and such enclosure of screening shall be integrated with the building regarding materials, colour, shape and size and shall be to the Council's satisfaction.

### Site development plan

7.1.3 The Council may require a site development plan be submitted under section 16.5 for its approval.

### 7.3 BUSINESS ZONE 2: HIGH INTENSITY BUSINESS (B2)

#### Objective

*The objective of this zone is to provide for intensive business and mixed use development with relatively few restrictions in order to promote urban vitality and economic growth.*

#### Use of land

7.2.1 The following use restrictions apply to land in this zone:

- (a) **Primary uses:** business premises, offices, service trade, restaurant, flats and boarding house above the ground storey, public parking, rooftop base telecommunication station, freestanding base telecommunication station.
- (b) **Consent uses:** industrial hive, light industry, licensed hotel, bottle store, funeral parlour, service station, institution, place of assembly, place of instruction, place of entertainment, Flats and boarding house on the ground floor.

#### Development rules

7.2.2 The following development rules apply:

- (a) **Floor factor**  
The maximum floor factor on the land unit is 2,3, subject to (j).
- (b) **Coverage**  
The maximum coverage is 80% for the ground floor and 50% for the second, third and fourth storeys.
- (c) **Height**
  - (i) No building may exceed four storeys in height.
  - (ii) Notwithstanding the definition of "storey", the ground storey of a building in a Business Zone 2 may extend in height to 4,0 m from the surface of the ground floor to the surface of the next floor above.
  - (iii) Notwithstanding any of the above provisions, a rooftop base communication station may not extend more than 3m in height above the part of the building that it is attached to without the prior approval of the Municipality.
- (d) **Setback**
  - (i) The Council may require that all buildings or structures on the land unit are set back at least 8,0 m from the centre line of the abutting public street or streets, if such street or streets are less than 16 m wide.

- (ii) The provisions of section 16.2.4 apply.

**(e) Street building line**

The street building line is zero subject to:

- (i) the setback restriction;
- (ii) a 5,0 m street building line may be required where the street boundary abuts a declared road;
- (iii) minor architectural and sun screen features may extend beyond the street building line provided that such features are situated above the ground storey and do not project more than 500 mm beyond the street boundary.

**(f) Side and rear building lines for the ground storey**

The side and rear building lines may be zero provided that:

- (i) a building or portion of a building which is erected on the side or rear boundary of a land unit shall have no doors, windows, ventilation or other openings inserted in any wall on such boundary, unless the Council is satisfied that such openings will not adversely affect any future development on adjacent land units; and
- (ii) where the side or rear boundary of a Business Zone 2 land unit abuts a Single or General Residential Zone land unit, the building line in the Business Zone 2 shall be at least 3,0 m from that side or rear boundary, subject to section 16.2.

**(g) Side and rear building lines for second to fourth storeys**

- (i) The side building line may be zero for the first 15 m, measured from the street boundary or setback, whichever may be applicable.
- (ii) Further away from the street boundary the side and rear building lines are as in the table below:

Storey of building	Side and rear building line of this storey
Second and third storeys	4,5 m
Fourth storey	6,0 m

**(h) Parking and access**

- (i) Parking and access thereto shall be provided on the land unit in accordance with section 17.1.
- (ii) In order to enhance the amenity of the street level, the Council may require that no parking bays on the land unit, or within a building at ground floor level, shall be located closer than 10 m to the street boundary.

**(i) Loading facilities**

The Council may require that loading facilities be provided on the site as prescribed in section 17.3.

**(j) Canopy or balcony projection**

The Council may require, and may permit, a canopy or balcony projection over the street boundary in accordance with the following conditions:

- (i) The canopy shall not project nearer than 500 mm to a vertical plane through the kerb line or proposed kerb line.
- (ii) No portion of a canopy projection shall be less than 2,8 m above the pavement.
- (iii) The Council may lay down more restrictive requirements relating to the dimensions, design and materials of the canopy or balcony.
- (iv) The owner must enter into an encroachment agreement with the Council.

**(k) Building projection over the street boundary**

Notwithstanding the street building line, the Council may permit a projection of the building over the street boundary subject to the following conditions:

- (i) The projection may reach 3,0 m over the street building line, but may not project nearer than 500 mm to a vertical plane through the kerb line or proposed kerb line.
- (ii) The projection may not exceed a ground storey plus one additional storey above the ground storey.
- (iii) The ground floor level of the projection shall be used exclusively as a public pedestrian way, with or without a colonnade.
- (iv) The projection shall provide at least 2,8 m clearance above the level of the pavement.
- (v) The floor space of the additional storey that may be erected over the ground floor level of the projection shall not be included in the calculation of maximum floor space.
- (vi) The owner must enter into an encroachment agreement with the Council.

**(l) Public pedestrian way along the street boundary**

If the Council deems it appropriate, it may allow a public pedestrian way on the land unit of at least 3,0 m wide, alongside the street boundary, open to a public street and accessible to the public at all times, in which case:

- (i) the maximum floor space of a building which contains the public pedestrian way, may be increased by twice the area of the public pedestrian way, and

- (ii) The provisions of section 16.2.4 apply.

(e) **Street building line**

The street building line is zero subject to:

- (i) the setback restriction;
- (ii) a 5,0 m street building line may be required where the street boundary abuts a declared road;
- (iii) minor architectural and sun screen features may extend beyond the street building line provided that such features are situated above the ground storey and do not project more than 500 mm beyond the street boundary.

(f) **Side and rear building lines for the ground storey**

The side and rear building lines may be zero provided that:

- (i) a building or portion of a building which is erected on the side or rear boundary of a land unit shall have no doors, windows, ventilation or other openings inserted in any wall on such boundary, unless the Council is satisfied that such openings will not adversely affect any future development on adjacent land units, and
- (ii) where the side or rear boundary of a Business Zone 2 land unit abuts a Single or General Residential Zone land unit, the building line in the Business Zone 2 shall be at least 3,0 m from that side or rear boundary, subject to section 16.2.

(g) **Side and rear building lines for second to fourth storeys**

- (i) The side building line may be zero for the first 15 m, measured from the street boundary or setback, whichever may be applicable.
- (ii) Further away from the street boundary the side and rear building lines are as in the table below:

Storey of building	Side and rear building line of this storey
Second and third storeys	4,5 m
Fourth storey	6,0 m

(h) **Parking and access**

- (i) Parking and access thereto shall be provided on the land unit in accordance with section 17.1.
- (ii) In order to enhance the amenity of the street level, the Council may require that no parking bays on the land unit, or within a building at ground floor level, shall be located closer than 10 m to the street boundary.

(i) **Loading facilities**

The Council may require that loading facilities be provided on the site as prescribed in section 17.3.

(j) **Canopy or balcony projection**

The Council may require, and may permit, a canopy or balcony projection over the street boundary in accordance with the following conditions:

- (i) The canopy shall not project nearer than 500 mm to a vertical plane through the kerb line or proposed kerb line.
- (ii) No portion of a canopy projection shall be less than 2,8 m above the pavement.
- (iii) The Council may lay down more restrictive requirements relating to the dimensions, design and materials of the canopy or balcony.
- (iv) The owner must enter into an encroachment agreement with the Council.

(k) **Building projection over the street boundary**

Notwithstanding the street building line, the Council may permit a projection of the building over the street boundary subject to the following conditions:

- (i) The projection may reach 3,0 m over the street building line, but may not project nearer than 500 mm to a vertical plane through the kerb line or proposed kerb line.
- (ii) The projection may not exceed a ground storey plus one additional storey above the ground storey.
- (iii) The ground floor level of the projection shall be used exclusively as a public pedestrian way, with or without a colonnade.
- (iv) The projection shall provide at least 2,8 m clearance above the level of the pavement.
- (v) The floor space of the additional storey that may be erected over the ground floor level of the projection shall not be included in the calculation of maximum floor space.
- (vi) The owner must enter into an encroachment agreement with the Council.

(l) **Public pedestrian way along the street boundary**

If the Council deems it appropriate, it may allow a public pedestrian way on the land unit of at least 3,0 m wide, alongside the street boundary, open to a public street and accessible to the public at all times, in which case:

- (i) the maximum floor space of a building which contains the public pedestrian way, may be increased by twice the area of the public pedestrian way, and



- (ii) the permissible height of the building may be increased by one additional storey, which must be set back 7,5 m from the side and rear boundaries.
- (m) **Street corners**  
The Council may require that the owner of a building, to be situated at a public street corner which the Council considers to be significant, shall incorporate in the building architectural features which focus visual interest on the corner, and which emphasise the importance of pedestrian movement around the corner. Such features may include a building cut-off, a walkthrough covered arcade, a plaza or other elements.
- (n) **Screening**  
The Council may require that:
  - (i) any part of the land unit which is used for the storage or loading of goods, shall be enclosed with a suitable brick wall, concrete wall or landscape screening;
  - (ii) any external utility service or equipment which is required for a building, whether on the roof, side of the building or ground, shall be appropriately screened from view, and such enclosure of screening shall be integrated with the building in terms of materials, colour, shape and size and shall be to the Council's satisfaction.

**Site development plan**

7.2.3 The Council may require a site development plan, to be submitted under section 16.5, for its approval.

**Office park or industrial hive**

7.2.4 The following development rules apply to an office park or industrial hive:

- (a) The principles as embodied in the definitions of these two uses must be strictly adhered to.
- (b) Special attention shall be given to aesthetics, architectural coordination, urban design and landscaping.
- (c) The Council may require a site development plan, to be submitted under section 16.5, for its approval.

**Flats and boarding houses on ground floor level**

7.2.5 Where flats or boarding houses are to be provided at ground floor level in this zone, building lines as specified in section 6.3.2(e), for General Residential Zone 3, apply.

**7.3 BUSINESS ZONE 3: SERVICE STATION (B3)****Objective**

*The objective of Business Zone 3: Service Station is to provide opportunities in urban areas for petrol filling stations, service stations, motor repair garages and associated facilities which have specific vehicle access requirements and potential negative impacts on the adjoining area.*

**Use of land**

7.3.1 The following use restrictions apply to land in this zone:

- (a) **Primary use:** service station, rooftop base telecommunication station, freestanding base telecommunication station.
- (b) **Consent uses:** motor repair garage, shops, offices, restaurant.

**Development rules**

7.3.2 The following development rules apply:

- (a) **Floor factor**  
The floor factor on the land unit shall not exceed 1,6.
- (b) **Coverage**  
The coverage is 80%.
- (c) **Height**
  - (i) No building shall exceed a height of two storeys and no structure, including a signpost, shall exceed a height of 8,0 m above the grade-line.
  - (ii) Notwithstanding any of the above provisions, a rooftop base communication station may not extend more than 3m in height above the part of the building that it is attached to without the prior approval of the Municipality.
- (d) **Setback**
  - (i) The Council may require that all buildings or structures on the land unit are set back at least 8,0 m from the centre line of the abutting public street or stream if such street or streams are narrower than 16 m.
  - (ii) The provisions of section 16.2.4 apply.

**SIGNED ON BEHALF OF TENDERER:** .....