Western Cape Department of Agriculture

ENQUIRIES: Mr M November
TEL: 021 808 5156
EMAIL: Mark.November@westerncape.gov.za

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE DEPARTMENT OF AGRICULTURE

ENQUIRES/ BID DOCUMENTS:	Ms D Prinsloo/ Ms T Stemele	**TELEPHONE:**	(021) 808 5442/5021
SPECIFICATIONS:	**Mr. P Keuck**	**TELEPHONE:**	**(021) 808 5340**
BID NUMBER:	Bid 944 – 2026/2027	**CLOSING DATE:**	07 December 2026
CLOSING TIME:	11:00		
VALIDITY PERIOD:	120 Days		

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT THE SONDEREND RIVER WATER RESOURCES STUDY FOR IRRIGATION AGRICULTURAL DEVELOPMENT

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Department of Agriculture
Private Bag X1
Elsenburg
7607
GPS Co-ordinates:
33.845259 S 18.834722 E

OR
DEPOSITED IN THE BID BOX SITUATED AT:
Department of Agriculture
At the Security Gate
Muldersvlei Road
Elsenburg

Bidders must ensure that their proposals are submitted well in advance to reach the Department before the specified bid closing date and time, as late submissions will not be considered.

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

Please ensure that bids are delivered to the correct address on time. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official.

COMPULSORY MEETING:
None

PART A
INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	**944 – 2026/2027**	CLOSING DATE:	**07 DECEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT THE SONDEREND RIVER WATER RESOURCES STUDY FOR IRRIGATION AGRICULTURAL DEVELOPMENT**				

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

MULDERSVLEI ROAD (TENDER BOX AT SECURITY GATE) **GPS CO-ORDINATES: 33.845259 S 18.834722 E**

ELSENBURG

7607

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MS. D PRINSLOO/ MS. T STEMELE**	CONTACT	**Mr. P Keuck**
TELEPHONE NUMBER	**021 808 5442/5021**	TELEPHONE	**(021) 808 5340**
FACSIMILE NUMBER	**NONE**	FACSIMILE	**NONE**
E-MAIL ADDRESS	Davita.Prinsloo@westerncape.gov.za Thandiswa.stemele@westerncape.gov.za	E-MAIL ADDRESS	Peter.Keuck@westerncape.gov.za

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	COD			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	COD			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCS EB		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No			
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No						

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes ☐ [IF YES ENCLOSE PROOF] No ☐	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes [IF YES, ANSWER THE QUESTIONNAIRE BELOW] No

UESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL **BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT**.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE **SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT:

- Bids must be submitted on the official, original forms—re-typed or altered copies will not be accepted. Only original documents that are fully completed and signed will be considered. Failure to complete and sign all required bidding documents, certificates, questionnaires, and specification forms in full will render the bid invalid. **All forms must be completed using black ink.**
- No bids forwarded by telegram, telex, facsimile are considered, however photo-stat copies or facsimiles which is filled in and signed original will be accepted as valid.
- All bid offers received will be advertised on the Departments website.
  http://www.elsenburg.com/jobs-and-tenders/bid-opening-certificates
  https://www.etenders.gov.za/
  Bids will be opened after 11h00 on the day of bid closure.
- Compulsory documents such as WCBD 1, WCBD 3, WCBD 4, WCBD 6.1 and BEE Certificate must be valid and all fields to be duly completed for the validity of the bid as stipulated on the bid documents. It will be the bidder's responsibility to ensure that any expired documents to be resubmitted to the department.
  If at the Bid Evaluation phase documents were not received bidders will be deemed to be non-compliant and the bid will be passed over for the evaluation purpose.
- All Taxes must be included in the tender price.

Central Supplier Database Registration

As of 1 April 2016, the Provincial Government of the Western Cape will ONLY contract with businesses duly registered on the Central Supplier Database.

All prospective Service Providers are invited to register as a supplier on the Central Supplier Database. Enquiries regarding the registration process may be referred Western Cape Support on 086 122 5577 / sa-supplierdatabase@sap.com

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Please sign that you have read and understood the requirements /conditions of the bid.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

PRICING SCHEDULE – FIRM

(**Professional Services**)

NAME OF BIDDER:	BID NO.: **Bid 944 – 2026/2027**
CLOSING TIME **11:00**	CLOSING DATE.: **07 December 2026**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

BID 944 – 2026/2027: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT THE SONDEREND RIVER WATER RESOURCES STUDY FOR IRRIGATION AGRICULTURAL DEVELOPMENT

Total Price: _____

Required by **Mr. Peter Keuck** (021) 808 5340

At Department of Agriculture: Western Cape.

Does the offer comply with the specification? YES / NO

Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

Person and position	Hourly rate	Daily rate
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

Period required for commencement with project after acceptance of bid _____
Estimated man-days for completion of project _____

PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

''business interest'' means -

(a) a right or entitlement to share in profits, revenue or assets of an entity;

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

''entity'' means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

''entity conducting business with the Institution'' means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

''intermediary'' means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)"** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

''spouse'' means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

   a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

      (i) resigned as an employee of the government institution or;

      (ii) cease conducting business with an organ of state or;

      (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

10. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

    a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. 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.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	*MAAA*
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

TABLE A

FULL NAME	**DESIGNATION** *(Where a director is a shareholder, both should be confirmed)*	**IDENTITY NUMBER**	**PERSONAL TAX REFERENCE NO.**	**PERCENTAGE INTEREST IN THE ENTITY**

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (*Indicate if not known*)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)*	NO	YES

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?		NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, …… hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

……..

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER: ……..……

1.2 Do you have any objection to taking the prescribed oath? ANSWER: ……..

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:……..……

1.4 Do you want to make an affirmation? ANSWER: ……

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

……..

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) …… ex officio: Republic of South Africa

Date:…… Place ……

Business Address: ……

……

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

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1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**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;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** 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;

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;

1.16 **"proof of B-BBEE status level contributor"** means-

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(*delete whichever is not applicable for this tender*).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A ***QSE that is less than 51 per cent (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A ***QSE that is at least 51 per cent black owned (51% or higher)*** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 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.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 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.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = ... ***(maximum of 20 points)***

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

9.1.1 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? **YES/NO** (*delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……

10.3 Company Registration number: ……..

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted 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.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) 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; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): ……..

DATE: ……..

ADDRESS: ……..

……

WITNESSES:

1. ……

2. ……

TERMS OF REFERENCE:

SONDEREND RIVER: WATER RESOURCES STUDY FOR IRRIGATION AGRICULTURE DEVELOPMENT

1. GENERAL

The Western Cape Department of Agriculture (WCDoA) requires the services of a suitably qualified and experienced Professional Service Provider (PSP) to undertake the **Sonderend River: Water Resources Study for Irrigation Agriculture Development**. The study area is located within the Overberg District Municipality of the Western Cape Province.

Within the Sonderend River catchment (secondary catchment H60), the study area extends from immediately downstream of Theewaterskloof Dam to the confluence of the Sonderend River with the Breede River. The Zonderend Water User Association (ZWUA) is responsible for the distribution of water to agricultural users, the Overberg Water Board, and the towns of Genadendal, Greyton and Caledon.

The purpose of the study is to assess and model the availability of additional water resources and to evaluate potential water resource development options at a pre-feasibility level to support viable irrigation agriculture development within the study area.

The project objectives and associated tasks include:

- Conducting a comprehensive literature review
- Undertaking a situational assessment of the study area
- Assessing historical and projected future water demands and use patterns
- Assess opportunities for operation optimisation of the existing water conveyance system
- Performing hydrological modelling and water yield analyses
- Identifying and evaluating alternative water resource development options
- Undertaking environmental and ecological assessments
- Conducting agricultural economic evaluations
- Undertaking socio-economic assessments
- Preparing pre-feasibility assessments of two preferred development options
- Independent specialist peer review, and
- Providing project management, administrative and secretarial support throughout the study

Bid submissions must be prepared and submitted as three separate sealed documents, clearly labelled as follows:

- **Bid Document A: Technical Proposal**
- **Bid Document B: Curriculum Vitae (CVs) of the Proposed Project Team**
- **Bid Document C: Financial Proposal**

2. BACKGROUND

The availability of additional irrigation water remains the most significant constraint to agricultural development in the Western Cape Province. Within the Sonderend River Catchment, stakeholders have expressed the view that significant additional water resources may be made available to support the expansion of irrigated agriculture.

Studies undertaken in the Sonderend River Catchment by MBB Consulting Engineers during the 1980s, and more recently by D.J. Hagen (2021), concluded that additional irrigation water could be made available through the development of water storage infrastructure, including dams and associated conveyance systems. Building on these findings Agrifusion, representing 26 commercial farmers, proposed the development of the Kwartel River Dam, with a storage capacity of 15 million m³, to facilitate the irrigation of up to 1,800 hectares of agricultural land.

However, the findings and recommendations of the studies conducted during the 1980s cannot be applied directly in 2026 without comprehensive reassessment. Over the intervening four decades, several significant factors have emerged that need to be considered and will influence the feasibility and sustainability of further water resource development. These include changes in water-use patterns and levels of development within the catchment, the impacts of climate change, and potential shifts in the hydrological availability of water resources. Furthermore, a number of important legislative and regulatory frameworks have been promulgated or substantially revised since the original studies were undertaken. These include, but are not limited to, the National Water Act, the determination and implementation of Ecological Water Requirements (the Reserve), Water Allocation Reform policies, Resource Quality Objectives, water use licensing requirements, the National

Environmental Management Act, public participation requirements and environmental authorisation processes.

An additional consideration is that the Sonderend River Catchment forms an integral component of the broader Breede River Catchment and is closely linked to the Theewaterskloof Dam and the Western Cape Water Supply System. Consequently, any proposed water resource development within the Sonderend River Catchment must be evaluated within the context of these interconnected catchment systems and their associated water management objectives, operational requirements and allocation frameworks.

3. PROJECT SCOPE

3.1 GENERAL

The scope of the study is to determine whether sufficient, reliable, and sustainable water resources are available to support the expansion of irrigated agriculture within the area served by the ZWUA. The study will provide the technical foundation for researching, identifying, and evaluating potential water supply development options while ensuring environmental stewardship and socio-economic sustainability.

The overall objective of the study is to assess whether the identified irrigation development options are hydrologically feasible, environmentally sustainable, economically viable, and legally compliant. Furthermore, the study will provide the technical basis for subsequent detailed engineering design, environmental authorisation processes, water use licensing applications and the long-term sustainable management of water resources.

A high level of confidence in the study methodology, findings and recommendations is essential, as the outcomes of the study will inform and support strategic decision-making for subsequent project phases that fall beyond the scope of the current assignment. The study conclusions and recommendations must therefore be robust, defensible, and suitable for informing investment, regulatory and licensing decisions. The findings of the study will directly influence:

- Irrigation scheme planning and design
- Agricultural development planning
- Funding and investment approvals
- Water use licence applications
- Environmental authorisation processes, and
- Long-term water resource management strategies.

To achieve these objectives, the PSP will be required to undertake a range of specialised agricultural water resource research and development tasks. This will necessitate the establishment of a multidisciplinary project team comprising appropriately qualified and experienced professionals. Project activities will include, but is not limited to desktop investigations and assessments, field surveys and data collection, stakeholder consultation workshops and engagements, technical reporting, as well as project management and administrative support functions.

To ensure the credibility, technical integrity and reliability of the study outcomes, the study shall be subjected to an independent peer review undertaken by suitably qualified and experienced professional(s).

3.2 OBJECTIVES

The study objectives are:

3.2.1 LITERATURE REVIEW

The PSP shall undertake a comprehensive literature review and desktop assessment of all available information relevant to the study area. This review shall encompass pertinent technical studies, scientific publications, strategic plans, policy frameworks, legislative and regulatory documentation, and other relevant sources of information. The purpose of the review is to establish the existing knowledge base, identify data and information gaps and provide a sound contextual foundation for the assessment of water resources and the identification and evaluation of agricultural development opportunities and constraints.

The Literature Review shall include the following:

- Compilation of an inventory of all documents, datasets, records and information sources consulted during the review.
- Review and assessment of the reliability, adequacy, accuracy and relevance of the available information.
- A summary of previous investigations relevant to the study area, including their principal findings and recommendations.
- Identification of data limitations, information gaps, uncertainties, and constraints requiring further investigation.
- Identification and evaluation of key risks, opportunities, constraints, and lessons arising from previous studies and assessments.
- Recommendations regarding additional investigations, data collection requirements and field studies necessary to support the completion of the water resources assessment.
- Development of a conceptual understanding of water use and the hydrological and hydrogeological systems influencing the study area and their interactions.

The literature review shall provide a robust baseline understanding of existing water resource conditions, water use and associated agricultural development considerations. It shall ensure that the subsequent water resources study builds upon existing knowledge, avoids unnecessary duplication of previous work, and directs available resources towards addressing identified information gaps and critical uncertainties.

3.2.2 SITUATION ASSESSMENT

The Situation Assessment shall provide a comprehensive baseline overview and understanding of the current conditions and demographic characteristics within the Overberg District Municipality, the Theewaterskloof Municipality, the Sonderend River catchment, and the Zonderend Water User Association. It shall serve as the contextual foundation for the subsequent water resource availability assessment, irrigation development planning, feasibility evaluations, and investment decision-making.

The Situation Assessment shall provide:

- An overview of the Sonderend River catchment and study area, including a conceptual understanding of the water resource system and its relevance to irrigation development and socio-economic growth.
- A demographic profile and socio-economic assessment of the study area.
- A baseline description of water resources, agricultural activities, and environmental conditions within the study area.
- An overview of existing water use and water allocation arrangements applicable to agricultural, domestic, and industrial water users.
- A description of the study area's climate, including relevant climatic data such as temperature, rainfall, relative humidity, wind speed, climate variability, and climate change considerations.
- An overview of ecological considerations, including ecologically sensitive areas, wetlands, rivers and aquatic ecosystems, environmental water requirements, water resource quality objectives, conservation areas and biodiversity considerations.
- The identification of key constraints and risks affecting irrigation development, including water resource limitations, infrastructure deficiencies, electrical energy constraints, environmental and regulatory requirements and climate- and drought-related risks.
- An assessment of opportunities for irrigation expansion and agricultural growth, including potential water resource development options and opportunities to improve water use efficiency and water conservation.
- Supporting maps, tables, figures and spatial analyses to illustrate and substantiate the findings of the assessment.

3.2.3 WATER USE RECONCILIATION

The PSP shall undertake a comprehensive water use reconciliation assessment of the surface water and groundwater resources within the study area. The assessment shall evaluate water resource availability, water use allocations, existing patterns of water use and projected future water demands.

The reconciliation assessment shall quantify and evaluate the following components:

Water Supply Resources:

- Water releases from Theewaterskloof Dam
- Surface water inflows from tributaries of the Sonderend River system
- Groundwater abstraction from aquifers within the catchment
- Groundwater contributions to river baseflows

Water Losses and Catchment Processes:

- Conveyance losses within the river system and associated water distribution infrastructure
- Water losses attributable to invasive alien vegetation
- Evapotranspiration losses
- Impact of climate change
- Other significant hydrological losses affecting water availability

Domestic and Industrial Water Supply:

- Bulk water supplied to domestic and industrial users, including, but not limited to, Overberg Water, Helderstroom Correctional Centre, and the towns of Genadendal, Greyton, and Caledon.

Ecological and Environmental Water Requirements:

- Existing and future ecological water reserve requirements
- Environmental flow requirements
- Other statutory environmental water obligations

Agricultural Water Use:

- Existing agricultural water abstractions and allocations
- Projected future agricultural water demands associated with proposed irrigation development initiatives

A key consideration of the assessment is that the Sonderend River Catchment forms an integral component of the broader Breede River Catchment and is closely interconnected with Theewaterskloof Dam and the Western Cape Water Supply

System. Consequently, any proposed water resource development within the Sonderend River Catchment shall be evaluated within the context of these interconnected systems, taking account of their respective water management objectives, operating rules, environmental water requirements, water allocation frameworks and long-term water security requirements.

To determine the availability of additional water resources for future development, the PSP shall develop and implement an integrated water balance model. The model shall incorporate the findings of the study, including the hydrological assessment and the outcomes of the water use reconciliation assessment. The water balance model shall be applied to evaluate water availability under existing and future development scenarios and to identify opportunities, constraints and risks associated with potential water resource development within the catchment.

3.2.4 CONVEYANCE SYSTEM EVALUATION AND OPTIMISATION

The PSP shall evaluate the current efficiency of the water distribution system and develop practical, technically feasible and economically viable measures to optimise water operation distribution performance and minimise water losses.

The Sonderend River serves as the primary bulk water conveyance system for the irrigation scheme over an approximate distance of 130 km. Water users abstract their allocated water directly from the river through numerous pumping stations located along the river corridor. As an open-channel conveyance system, the river is subject to significant water losses associated with operational releases, seepage, evaporation, potential unauthorised abstractions, flow measurement inaccuracies, channel storage effects and other operational inefficiencies. The efficiency of water distribution within the system has a direct influence on water security, agricultural productivity, compliance with environmental flow requirements and the overall performance and sustainability of the water supply scheme.

The study objective shall include, but is not necessarily limited to:

- Comprehensive mapping, documentation and assessment of the existing water distribution system.

- Evaluate the existing water distribution and operational management system.
- Quantify water losses within the river-based conveyance system.
- Determine the efficiency and reliability of water delivery to authorised water users.
- Assess the adequacy, accuracy and reliability of existing water measurement, monitoring, and control systems.
- Identify the principal causes of operational inefficiencies and water losses throughout the conveyance system.
- Develop and evaluate measures to improve water distribution efficiency, operational performance and water use effectiveness.
- Recommend a preferred optimisation strategy together with an implementation framework and action plan.

The assessment shall quantify and evaluate:

- The volumes of water released compared with the volumes successfully conveyed and delivered to authorised users.
- Water losses occurring within individual river reaches and operational sections of the conveyance system.
- The overall operational and distribution efficiency of the irrigation scheme.
- System performance and efficiency under varying hydrological, climatic and operational conditions.

Potential optimisation measures to be investigated shall include, but not necessarily be limited to:

- Improved release scheduling and operational planning.
- Real-time system operation, monitoring and control.
- Water demand forecasting and decision-support systems.
- Coordinated abstraction scheduling among water users.
- Installation and calibration of flow measurement structures and monitoring equipment.
- Modernisation and upgrading of existing gauging stations.
- Implementation of continuous monitoring, telemetry, and remote sensing systems.
- Automated data collection, management, analysis, and reporting systems.

- Assessment of off-channel balancing and regulating storage facilities.
- Installation of in-stream flow control and flow-regulation structures.
- Development of a system-wide water balance and operational accounting framework.
- Detailed assessment, quantification, and spatial analysis of water losses.
- Evaluation of water distribution efficiency and service delivery performance.
- Mapping, geospatial analysis, and optimisation of the water distribution network.

3.2.5 HYDROLOGICAL ANALYSIS

The study shall include a comprehensive hydrological analysis to determine the availability, reliability and sustainability of water resources within the Sonderend River system to support potential future irrigation development opportunities, while maintaining existing lawful water use and satisfying environmental water requirements.

The objectives of the hydrological analysis are to, but is not limited to:

- Develop, calibrate, and validate a hydrological model of the Sonderend River catchment downstream of the Theewaterskloof Dam.
- Quantify both naturalised and present-day streamflow conditions within the catchment.
- Assess water availability under current conditions and a range of future development scenarios.
- Simulation and evaluation of rainfall-runoff relationships across the catchment.
- Conduct water yield analyses for historic and future developments.
- Assessment and quantification of tributary inflows.
- Assessment of existing and projected water abstractions and return flows.
- Simulation and assessment of surface water storage systems, including both in-stream and off-channel storage facilities.
- Identification and quantification of water potentially available for irrigation expansion and development.
- Assessment of operational constraints, system vulnerabilities and associated risks.

- Recommendations regarding sustainable irrigation development opportunities within the catchment.
- Evaluate operational constraints associated with existing water infrastructure, storage facilities and water-use practices.
- Assess the potential impacts of climate variability, climate change and drought risk on current and future water availability.
- Provide technical input and hydrological support to the broader water resources study.

The hydrological analysis shall include, but not necessarily be limited to, catchment characterisation, rainfall-runoff modelling, seasonal water availability, flow-duration analysis, water yield estimation, assurance of supply, flood and drought frequency analyses, and environmental flow assessments.

The assessment of the existing water resource system shall determine, inter alia, the current system yield, firm yield, historical assurance of supply, and the volume of water available for allocation under prevailing operating conditions.

The assessment of future development scenarios shall determine the additional water potentially available for irrigation expansion, system yield curves, assurance-of-supply levels, the impacts of proposed abstractions on existing water users and environmental requirements, and any associated operational considerations, infrastructure requirements, or system constraints.

3.2.6 OPTIONS ANALYSIS

The objective of this component of the study is to identify, quantify, and evaluate technically feasible, economically viable, environmentally acceptable and legally implementable water supply options that could support the sustainable expansion of irrigated agricultural development within the Sonderend River catchment.

The service provider shall identify and assess all potentially water supply opportunities, including, but not limited to, the following:

- Development of new off-channel storage dams
- Establishment of new river abstraction schemes

- Expansion of existing in-stream and off-channel storage facilities
- Improved utilisation and operational efficiency of existing dams
- Capture and storage of surplus winter flows
- Utilisation of flood flows for water supply augmentation
- Managed releases from upstream storage infrastructure
- Optimisation of the river conveyance system
- Implementation of improved system operation and management strategies

The service provider shall undertake the following activities:

- Quantify the firm yield and assured yield associated with each identified option.
- Simulate system performance under a range of hydrological scenarios and operating conditions.
- Assess the potential impacts of climate variability, climate change and drought conditions on system performance.
- Evaluate the long-term sustainability and reliability of each proposed water supply option.
- Undertake a high-level environmental and social screening assessment of each option to identify potential constraints, risks, and opportunities.
- Conduct a comparative evaluation and prioritisation of all feasible options using appropriate technical, economic, environmental, social, and legal criteria.
- Identify and motivate the two preferred water supply options for further investigation and development during subsequent phases of the study.

This assessment shall include the development and application of appropriate design criteria and Unit Reference Values (URVs) to facilitate the consistent comparison and ranking of alternative irrigation infrastructure and water supply options.

3.2.7 ENVIRONMENTAL EVALUATION

The PSP is to undertake an environmental evaluation to identify environmental opportunities, constraints, risks, and regulatory requirements associated with potential water resource development and water abstraction options.

The environmental evaluation shall provide sufficient information to support strategic decision-making regarding water availability, infrastructure development, water allocation, and potential future environmental authorisation processes.

The PSP shall undertake a high-level environmental and social screening of each water resource development option, including an assessment of, but not limited to:

- Aquatic ecosystems
- Environmental flow requirements
- Biodiversity sensitivities
- Protected and conservation areas
- Potential water quality impacts and associated risks

The objectives of the environmental evaluation are to:

- Review and confirm the environmental baseline conditions within the study area.
- Assess and confirm the proportional contribution of the Sonderend River to the broader Breede River system.
- Identify environmentally sensitive areas, ecological assets and environmental constraints.
- Assess the potential environmental implications of the proposed irrigation development options and associated water resource interventions.
- Determine and confirm environmental flow requirements, ecological water requirements and applicable water resource quality objectives.
- Evaluate ecological considerations relevant to water resource availability and sustainable water resource utilisation.
- Identify environmental risks, potential impacts, and appropriate mitigation measures.
- Inform the comparative assessment and evaluation of alternative water supply and development options.
- Provide strategic environmental input to support planning, feasibility assessments and future environmental authorisation processes.

The environmental evaluation shall provide a comprehensive understanding of the environmental opportunities, constraints, sustainability considerations, and regulatory requirements associated with the proposed irrigation agriculture development within the Sonderend River catchment. The evaluation shall consider the potential implications of water abstraction, water storage, and associated infrastructure development on aquatic ecosystems, biodiversity, water quality, environmental flow requirements and downstream water users.

The findings of the evaluation shall support informed decision-making regarding water resource development opportunities and constraints, facilitate the comparative assessment of development alternatives, and provide strategic guidance for subsequent feasibility investigations, environmental authorisation processes, detailed design, and project implementation.

3.2.8 AGRICULTURAL AND SOCIO-ECONOMIC DEVELOPMENT EVALUATION

The proposed irrigation agriculture development within the Sonderend River catchment requires a comprehensive agricultural and socio-economic evaluation to determine the viability, sustainability, producer affordability, and socio-economic benefits associated with the expansion of irrigated agriculture within the study area. This evaluation forms part of the broader water resources investigation aimed at identifying opportunities for agricultural growth while ensuring the responsible utilisation of available water resources and supporting regional economic development objectives.

The evaluation is required to assess the potential economic viability, social benefits, social risks and broader development impacts of the proposed irrigation developments, with a view to enhancing food security, stimulating economic growth, creating employment opportunities and promoting long-term sustainable rural development.

The study shall provide a robust and defensible assessment of the agricultural, economic, financial and socio-economic viability of the proposed irrigation development options and shall support informed decision-making regarding investment in irrigated agriculture and associated bulk water supply infrastructure.

The PSP shall undertake, but not necessarily be limited to, the following tasks:

- Review existing agricultural activities within the study area.
- Assess current land use patterns, agricultural production systems, farm sizes and land ownership arrangements.
- Identify existing agricultural infrastructure, market access opportunities and value chains.
- Review relevant agricultural development plans, policies, strategies and previous studies.
- Assess the availability of land suitable for potential irrigation development.
- Review, interpret, and evaluate available soil surveys and land capability information.
- Classify land according to agricultural suitability and irrigation potential.
- Identify physical constraints affecting agricultural production, including drainage limitations, salinity, slope, soil depth and erosion susceptibility.
- Estimate the extent of land suitable for a range of crop production systems.
- Assess the suitability of available water resources for irrigation purposes in accordance with recognised agricultural and water quality guidelines.
- Evaluate alternative crop production and agricultural development opportunities within the study area.
- Assess production requirements, irrigation demands, capital investment requirements, operational requirements, expected yields and market prospects.
- Evaluate capital costs, operating costs and long-term financial requirements.
- Assess projected production revenues, profitability and financial performance.
- Quantify the potential economic costs and benefits associated with the development alternatives.
- Determine gross margins, net present value (NPV), internal rate of return (IRR), benefit-cost ratios and payback periods.
- Conduct sensitivity analyses considering variations in commodity prices, input costs, water availability, climatic variability and other key risk factors.
- Identify key economic and financial risks and recommend appropriate mitigation measures.
- Evaluate the affordability of bulk water supply costs from an agricultural producer/farmer perspective.

- Assess farmer willingness and affordability to secure finance and be able to re-pay for water development options.
- Determine acceptable water costs for different agricultural production systems and farming enterprises.
- Evaluate regional economic benefits, including multiplier effects and contributions to local and regional economic development.
- Identify potential funding, financing and investment mechanisms.
- Assess the current socio-economic conditions and development challenges within the study area.
- Evaluate the potential for employment creation during both the construction and operational phases of development options.
- Assess potential direct, indirect and induced employment opportunities associated with the proposed development options.
- Quantify anticipated permanent, temporary and seasonal employment opportunities.
- Assess impacts on household income, poverty alleviation, livelihood enhancement and rural development.
- Identify social risks and potential adverse impacts associated with the proposed developments.
- Assess opportunities for transformation, emerging farmer participation and inclusive economic growth.
- Develop a socio-economic development framework and implementation model aimed at maximising project benefits and meeting strategic development outcomes.
- Assess opportunities for emerging farmer participation, skills development, capacity building and enterprise development.
- Recommend appropriate implementation models, institutional arrangements and governance structures for the proposed developments.

3.2.9 PREFEASIBILITY STUDY OF TWO PREFERED OPTIONS

Based on the outcomes of the preceding study objectives, a prefeasibility assessment shall be undertaken by the PSP for two prioritised/preferred development options. The objective of the prefeasibility assessments is to determine whether the prioritised

options warrant subsequent progression to a full feasibility, detailed design and construction phases.

The scope of prefeasibility shall include, but is not limited to the following:

- Water allocation and water quality information.
- Quantification of water allocation volumes associated with abstraction from the water resource, including the timing and magnitude of abstraction, required storage volumes, and the volume of water available for irrigation development (hectares irrigated), subject to dam water balance calculations.
- Evaluation of water quality considerations, including assurance of supply, water chemistry analyses, and the assessment of soil salinity within the proposed dam basin as a potential risk factor for the contamination of stored water.
- Evaluation and recommendation of appropriate scheme operating rules to ensure sustainable, efficient and equitable water use by all water users.
- Assessment and recommendation of suitable asset ownership and institutional management arrangements for the proposed infrastructure development options.
- Conduct a socio-economic evaluation to determine the broader social and economic implications of the proposed development.
- Conduct an agricultural-economic evaluation, including an assessment of land availability, soil suitability and agricultural potential, crop mix options (linked to the assurance of supply), and farm-level economic viability.
- Evaluation of environmental, ecological, and heritage considerations associated with the proposed development.
- Economic assessment of alternative energy supply options for pumping schemes, including a comparison between Eskom-supplied electricity and renewable energy alternatives.
- Conduct of engineering site investigations and assessments, including conceptual infrastructure design and the preparation of capital and operation and maintenance (O&M) cost estimates for the proposed schemes.
- Undertake an economic and financial affordability analysis, considering both capital and O&M costs over a 25-year evaluation period, with and without grant funding support.

- Provision of concluding findings and recommendations to support stakeholders and decision-makers in evaluating both feasible and non-feasible development options and determining appropriate future actions.
- Formulation of recommendations regarding sustainable water resource management, regulatory compliance, and water use authorisation and licensing requirements.

3.2.10 PEER REVIEW

A peer review shall be undertaken to provide an independent technical quality assurance assessment of the study by suitably qualified and experienced professional(s) who were not directly involved in its preparation. The purpose of the peer review is to provide confidence and independent verification that the study findings are based on robust technical information and analyses which are scientifically credible, technically sound, legally compliant, environmentally sustainable and appropriate for supporting investment, planning and regulatory decision-making.

The peer review process serves to protect the interests of project proponents, regulatory authorities, water users and the broader public by ensuring that water resource management and irrigation development proposals are founded on a comprehensive suite of sound, objective and defensible assessments undertaken in the public interest.

The peer review shall critically evaluate the methodologies, assumptions, data sources, analyses, findings, conclusions and recommendations of the study. Consideration shall be given to the technical validity, internal consistency, reliability, and practical applicability of the study outcomes.

The peer review shall be of particular relevance to, but not necessarily be limited to, the following aspects:

- Hydrological modelling and yield analyses of the Sonderend River system downstream of the Theewaterskloof Dam.
- Hydrological assessments and water allocation models within the broader context of water resource management in the Breede River Catchment and the Western Cape Water Supply System.

- Reconciliation assessments of water availability, existing water use, water allocations, projected future domestic and industrial water demands.
- Identification, assessment, and evaluation of additional water supply and water resource development options.
- Ecological water requirements, environmental flow requirements and water resource quality objectives.
- Planning, design, operation and optimisation of hydraulic and bulk water supply infrastructure.
- Irrigation agriculture development assessments and associated socio-economic evaluations.
- Economic evaluations and affordability assessments of proposed civil engineering and water infrastructure development investments.
- Water resource planning studies, feasibility assessments and investment evaluations.

The peer review shall identify any material deficiencies, uncertainties, assumptions, risks, limitations, or areas requiring further investigation and shall provide recommendations for improvement where appropriate. The findings of the peer review shall be documented in a Peer Review section of each Study Report, including a clear statement regarding the adequacy, credibility, and suitability of the study objectives for its intended purpose.

3.2.11 PROJECT MANAGEMENT AND SUPPORT

The PSP shall provide professional project management, stakeholder liaison, communication, secretariat, reporting and administrative support services to facilitate the efficient execution of the study and to ensure effective coordination among all project stakeholders.

To this end, the PSP shall act as the central project coordination and administration unit and shall support theWCDoA in monitoring project progress, managing stakeholder engagement, documenting decisions and maintaining comprehensive project records.

Responsibilities shall include, but not necessarily be limited to, the following:

a) Project Management and Coordination

- Prepare and maintain a detailed Project Programme.
- Monitor project progress against approved milestones, deliverables and timelines.
- Maintain an action-item register and ensure appropriate follow-up on agreed actions.
- Identify potential programme, schedule and performance risks and promptly advise the WCDoA accordingly.
- Coordinate interactions between stakeholders, project representatives and specialist technical service providers.
- Ensure alignment and integration of activities undertaken by the various specialist service providers and technical disciplines involved in the study.

b) Stakeholder Engagement and Communication

- Develop and maintain a comprehensive stakeholder database.
- Facilitate communication and information sharing among project participants and stakeholders.
- Record, compile and distribute meeting notices, invitations, agendas, minutes, information packs, presentations and project updates.
- Maintain an up-to-date stakeholder contact database and communication records.
- Record and coordinate responses to stakeholder comments, inputs and concerns.
- Maintain the confidentiality of all project-related information and documentation.

c) Secretariat and Administrative Support

- Schedule project meetings and arrange suitable venues, including both physical and virtual meeting facilities.
- Coordinate all meeting logistics and administrative requirements.
- Prepare and distribute meeting invitations and supporting documentation.

- Prepare meeting agendas in consultation with the Project Manager and relevant stakeholders.
- Prepare comprehensive and accurate minutes of meetings.
- Maintain attendance registers and meeting records.

d) Reporting and Documentation

- Prepare quarterly Progress Reports and associated invoices in accordance with the approved Project Programme and reporting requirements.
- Coordinate, consolidate and ensure alignment of contributions from the various technical specialists in the preparation of Study Reports and other project deliverables.
- Maintain a comprehensive project document management and record-keeping system to support effective project governance, reporting and audit requirements.

4. PROJECT DURATION AND PROJECT PROGRAMME

The project duration shall be twenty-six (26) months, with commencement scheduled for January 2027 and completion scheduled for 11 March 2029.

The PSP shall prepare a detailed Project Programme in the form of a Gantt Chart. The Project Programme shall provide for:

a) The various project objectives, associated tasks and activities, key milestones, project deliverables, and the submission of Quarterly Progress Reports and Study Reports required to complete the study within the prescribed project duration of 26 months.

b) The identification and clear indication of the critical path and all critical activities that may influence the timely completion of the project.

When compiling the Project Programme, due consideration shall be given to projected expenditure, cash flow requirements, resource allocation, and the

scheduling of project activities in accordance with the Prescribed Payment Schedule (refer to Paragraph 5.2 Prescribed Reporting and Payment Schedule).

5. PROJECT REPORTING AND PAYMENT SCHEDULE

5.1 Project reporting shall comprise two categories of reports, namely **Quarterly Progress Reports** and **Study Reports**.

a) Quarterly Progress Reports

Quarterly Progress Reports shall provide a concise cumulative summary of progress achieved during the reporting period, including performance against project objectives, completion of project tasks, key activities undertaken, challenges encountered and progress in relation to the approved Project Programme.

The Quarterly Progress Reports shall serve as the primary mechanism for monitoring project performance, ensuring administrative oversight supporting invoicing and payment processes in accordance with Paragraph 5.2: *Prescribed Reporting and Payment Schedule*.

b) Study Reports

Study Reports shall document the completion of study objectives, tasks, research activities, technical analyses, project deliverables and key findings in accordance with the approved Project Programme.

Study Reports shall comprise the following:

- An Inception Report
- Individual Study Reports and technical deliverables, and
- A consolidated Main Report presenting the overall findings, conclusions and recommendations of the study.

The Inception Report shall define the agreed project objectives, scope of work, methodologies, deliverables, governance arrangements, and the approved programme for implementation of the study.

All reports shall be prepared and submitted to the Project Manager of the WCDoA for review, comment, amendment and approval. The PSP shall address and incorporate all comments received from the WCDoA to the satisfaction of the Project Manager before reports are considered final.

Invoicing and payment shall be linked to satisfactory project performance in accordance with the approved Project Programme and shall be subject to the submission, review and approval of the applicable Quarterly Progress Reports and Study Reports.

5.2 PRESCRIBED REPORTING AND PAYMENT SCHEDULE

Project budget expenditure, submission of reports in Ms Word and PDF format, and associated deliverables must align with the quarterly reporting cycle of the WCDoA. Accordingly, the **Prescribed Reporting and Payment Schedule** serve as the reference for the Project Programme and timing of Quarterly Progress Reports, Study Reports and corresponding invoices.

The **Prescribed Reporting and Payment Schedule** will facilitate effective project monitoring, financial management, administrative oversight and the timely assessment of progress against the approved Project Programme.

Reports and invoices shall be submitted in accordance with the prescribed reporting periods and shall reflect progress achieved, deliverables completed, and project expenditure incurred during the applicable reporting period. Approval of payments shall be subject to the satisfactory performance by the PSP and the approval of reports and deliverables by the WCDoA Project Manager.

Prescribed Reporting and Payment Schedule: Payment amounts (inclusive of VAT and all other associated costs) are calculated as a percentage of the total approved project cost and are linked to the achievement of project milestones, completion of deliverables and approval of the required reports.

Prescribed Reporting and Payment Schedule	Invoice Amount
15 March 2027 : Progress Report No 1 & Inception Report	20%
21 June 2027 : Progress Report No 2, Study reports as applicable	10%
20 Sept 2027 : Progress Report No 3, Study reports as applicable	10%
13 Dec 2027 : Progress Report No 4, Study reports as applicable	10%
12 March 2028 : Progress Report No 5, Study reports as applicable	10%
19 June 2028 : Progress Report No 6, Study reports as applicable	8%
18 Sept 2028 : Progress Report No 7, Study reports as applicable	8%
10 Dec 2028 : Progress Report No 8 , Study reports as applicable	9%
11 March 2029 : Progress Report No 9, Study reports as applicable & Concluding Main Report Note : all reports to be provided in Ms Word and PDF format	15%
Total	100%

6. TECHNICAL COORDINATING COMMITTEE

The WCDoA shall establish a stakeholder institution representative **Technical Coordinating Committee (TCC).** The following institutions will be invited to nominate representatives:

The Western Cape Department of Agriculture (SRUM, APSD, Economics, Business and Strategy)

- The Western Cape Department of Local Government
- Western Cape Department of Environmental Affairs and Development Planning
- Zonderend Water User Association
- The Department of Water and Sanitation.
- Breede-Olifants Catchment Management Agency
- Overberg District Municipality
- Theewaterskloof Municipality
- Overberg Water Board
- Agri Western Cape

The TCC shall convene on a quarterly basis, or more frequently if required. The appointed service provider shall be responsible for the provision of project management and administrative support services for the duration of the project.

7. MANAGEMENT ARANGEMENTS

The service provider shall liaise with and report directly to the designated WCDoA Project Manager, namely the Deputy Director: Engineering Services: Sustainable Resource Use and Management, Western Cape Department of Agriculture.

The successful service provider shall be available to schedule and attend quarterly management **Progress Meetings** with the Project Manager, who will oversee and monitor the implementation and progress of the project.

The successful service provider shall be available to schedule and attend quarterly **Technical Coordinating Committee Meetings.**

During these meetings, the service provider shall provide, but not be limited to, the following:

- An overview of project progress, performance, and activities undertaken.
- Project deliverables and reports, including the Inception Report, specialist study reports, the final Study Report and presentations.
- With Progress Meetings submit Progress Reports with Invoices that are itemised in accordance with the approved project deliverables and programme.
- The WCDoA reserves the right to request interim or draft reports and additional meetings at any stage during the execution of the project.
- The service provider may be required to prepare and submit articles, presentations, and other communication material as required from time to time.

The ownership of the information and material generated during the project shall remain with the Western Cape Department of Agriculture. However, the Department may decide to make reports publicly available (electronically or hardcopy).

8 BID PROPOSAL – MANDATORY REQUIREMENTS

8.1 PROFESSIONAL SERVICE PROVIDER

The composition of the Professional Service Provider (PSP), whether comprising individual professionals or multiple institutions, is not prescribed by the Department.

The minimum mandatory requirements for the bidder and its proposed team members are as follows. Failure to comply with any of the below mandatory requirements will result in your bid proposal being made non-compliant.

Document	**Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified.**	**Bidder to return document with bid? Yes/No**
WCBD 1	Mandatory	Yes
Proof of authority must be submitted, to indicate that the bidder is authorized to complete the bid documentation and sign on behalf of the entity to support WCBD 1 (See bottom of Page 4)	Mandatory	Yes
Duly registered on the CSD (Central Supplier Database) attach proof of registration	Mandatory	Yes
WCBD 3	Mandatory	Yes
WCBD 4	Mandatory	Yes
WCBD 6.1	Only if bidder intends to claim preference points	Yes
BBBEE status level certificate / sworn affidavit	Only if bidder intends to claim preference points	Yes
The bidder shall provide evidence of qualifications, institutional capacity, professional competency, technical	Mandatory	Yes

knowledge and relevant experience to undertake the full scope of services required.		
Consortium and/or partnership agreements of the principal PSP with partner team members. (Where applicable)	Mandatory	Yes
To ensure impartiality, objectivity and credibility in the execution of the study and its deliverables, the bidder and all members of the proposed team shall be free from any actual, potential, or perceived conflict of interest and shall not have any vested interest in any particular outcome of the study. Confirm to be provided in a form of a cover letter (on a letterhead)	Mandatory	Yes
The project leader and peer reviewer(s) must be civil engineering consultants, professional registered engineers with the Engineering Council of South Africa (ECSA) with a minimum of 25 years' experience in water resources engineering, including for direct involvement in the hydrological operating analysis of the Western Cape Water Supply System.	Mandatory	Yes
The ecological and environmental water resources specialist shall possess an appropriate postgraduate	Mandatory	Yes

qualification and be a recognised environmental practitioner with a minimum of 20 years' experience in water resources environmental studies within the Western Cape.		
The agricultural economics specialist shall possess a postgraduate qualification in agricultural economics or a closely related discipline with a minimum of 20 years' experience in agricultural economic assessments and irrigation development projects.	Mandatory	Yes

The multidisciplinary team shall collectively demonstrate proven expertise and experience in the following fields:

- Water resources studies and irrigation agriculture within the Western Cape.
- Hydrological modelling and catchment yield assessments.
- Water resource infrastructure planning and feasibility studies.
- Specialised engineering disciplines, including hydrology, hydraulic modelling, bulk water conveyance schemes and water resources infrastructure planning and development.
- Agricultural economics and associated socio-economic feasibility assessments.
- Agricultural development disciplines, including water resources, soils, cropping systems, irrigation practices, irrigation efficiency improvements, value addition, sustainable resource utilisation and agricultural value chains.
- Ecological and environmental water resources assessment.
- Stakeholder engagement, training and information dissemination.

- The project team shall have proven experience in conducting feasibility studies, irrigation agriculture planning, crop enterprise modelling, and socio-economic assessments.
- Demonstrate comprehensive knowledge of the Western Cape agricultural sector and irrigation farming systems.
- Have an established track record in the successful provision of services of a similar nature and complexity.
- Demonstrate expertise in stakeholder engagement, training, and information dissemination.
- Possess strong project management capabilities, including the coordination of field investigations and multidisciplinary teams.
- Demonstrate the highest standards of professional ethics, integrity, and interpersonal competence.

8.2 STRUCTURE OF BID PROPOSAL

The prospective service provider shall provide a demonstrable track record of reputable experience, capacity, and technical competence and shall be responsible for compiling and submitting the bid proposal at its own cost. The bid proposal must fully comply with the requirements set out in the Terms of Reference. Bidders are required to demonstrate a comprehensive understanding of the scope of work and provide substantive evidence of their capability, expertise, and resources to successfully execute the project as described in the Terms of Reference. The bid proposal should be concise, well-structured, and cost-effective, taking into consideration both the preparation of the submission and the evaluation process. Proposals must be prepared using Century Gothic font, size 11, with 1.5 line spacing.

The Bid Project Proposal must comprise the following three parts, submitted as three separate documents, each comprehensively detailed and clearly labelled:

- **Bid Document A: Technical Proposal**
- **Bid Document B: Curriculum Vitae (CVs) of the Proposed Project Team**
- **Bid Document C: Financial Proposal**

Please note that the Bid Price, expressed in South African Rand (ZAR) and inclusive of Value Added Tax (VAT), must be submitted in a separate sealed envelope clearly marked:

"Bid Document C: Financial Proposal"

This procurement process comprises a two-phase evaluation. Bids will be evaluated firstly on functionality and secondly, on the total project cost, represented by the Bid Price, in accordance with the 80/20 preference procurement system.

Prospective service providers are required to be registered on both the Western Cape Supplier Database and the Central Supplier Database (CSD) at the time of bid submission

8.2.1 BID DOCUMENT A: TECHNICAL PROPOSAL

The prospective service provider must submit an evidence-based Technical Proposal containing the following information:

a) Cover letter

b) An introduction.

c) Details of the prospective service provider's project team capacity and competency, including availability, qualifications, knowledge, and relevant experience required to deliver the full scope of services.

d) Provide verifiable evidence with credible references, including contact details, to demonstrate compliance with the mandatory requirements set out in Paragraph 8.1.

e) At the time of bid submission, the prospective service provider must confirm the capacity, capability, and readiness to deliver the full scope of project services.

f) A consortium or partnership agreement, where the proposal is submitted by a consortium or partnership of consultants.

g) The prospective service provider's understanding of the project, together with the proposed approach and methodology to be applied in providing the full service as outlined in the Terms of Reference.

h) Based on the project objectives, compile a task- and activity-based project schedule and programme covering the entire project duration.

i) Based on the project objectives and associated tasks and activities to be performed, compile a manpower schedule for all members of the project team, indicating the individual's respective roles, responsibilities, time allocation in hours to deliver on the tasks and activities assigned to each individual for the full duration and completion of the project.

j) In line with the Prescribed Reporting and Payment Schedule refer Paragraph 5.2, prepare a reporting and payment schedule, providing for Quarterly Progress Reports and Study Reports.

k) A summary and conclusion.

8.2.2 BID DOCUMENT B: PROJECT TEAM CV's

The submission must include informative curriculum vitae (CVs) for each project team member demonstrating members qualifications, knowledge, competence, experience, availability and other relevant information.

8.2.3 BID DOCUMENT C: FINANCIAL PROPOSAL

The Financial Proposal must clearly reflect the total project cost and must be clearly marked and submitted as a separate document from the Technical Proposal. The Financial Proposal must comprise the following:

a) A project task breakdown schedule and project programme indicating the annual calendar, tasks and activities, durations, key milestones, deliverables, responsibilities and related project information.

b) A detailed time and cost breakdown schedule for the service provider's project team members, indicating team members' names, roles and responsibilities, time allocations in hours, hourly rates and total costs assigned to the various objectives, tasks and activities for the full duration and completion of the project.

c) A reporting and payment schedule providing for Progress Reports and Project Study Reports, refer Paragraph 5.2.

d) The total project Bid Price, expressed in South African Rand (ZAR) and inclusive of Value Added Tax (VAT).

9. BID EVALUATION AND ADJUDICATION

Bids will be evaluated using a three-envelope system. All components of the Technical Proposal (**Bid Document A**), including the curriculum vitae (CVs) of the proposed team members (**Bid Document B)**, except for the Financial Proposal and Bid Price, must be submitted in the first and second envelopes (functionality).

The Financial Proposal (**Bid Document C)** must be submitted separately in the third envelope.

The functionality of the Technical Proposal and CVs will be evaluated in accordance with the requirements and mandatory requirements as set out in the Terms of Reference and using the criteria and four-point rating scale set out below. As part of the evaluation process, the WCDoA reserves the right to invite bidders to present their proposals and to clarify and/or verify information contained in the bid submissions. Only bids that achieve a total average weighted objective (functionality) score of 75% or higher will proceed to the next stage, at which point the third envelope (Financial Proposal) will be opened for evaluation.

The 80/20 preference point system will be applied to calculate the price and preference scores.

The criteria presented in Table 1, together with the following four-point rating scale, will be used to evaluate functionality:

Does not comply with requirements: 0
Partial compliance with requirements: 1
Full compliance with requirements: 2
Exceeds requirements: 3

Table 1: Objective (Functionality) criteria rating to be used during the evaluation process

DOMAIN	CRITERIUM	CATEGORY	WEIGHT
Quality and completeness of the Technical Proposal	Is the bid proposal well prepared and complete?	5%	5%
Team composition(refer to mandatory requirements): qualifications, professional registration, knowledge, competency and experience in:	Hydrologic modelling and yield analysis	60%	15%
	Water resource and infrastructure development feasibility studies		15%
	Agricultural economic and socio-economic feasibility studies		10%
	Environmental evaluation		10%
	Peer Review		10%
Project understanding, methodology and readiness	Demonstrated understanding of the project objectives, scope, risks, deliverables, stakeholder requirements, and appropriateness of the proposed methodology to undertake the study.	30%	25%
	Experience in undertaking similar studies of comparable size and complexity, including peer review of hydrological, engineering, economic,		5%

DOMAIN	CRITERIUM	CATEGORY	WEIGHT
	socio-economic, and environmental studies. Project team readiness to complete study in designated time		
Project management and administration support	Project management	5%	2,5%
	Project administration support		2,5%
Total		100%	100%

10. PERSONAL INFORMATION, CONFLICT OF INTEREST AND CONFIDENTIALITY

10.1 Personal information

Personal information is highly sensitive in nature. To protect the interests of the WCDoA, the PSP, and all project stakeholders, the ownership, management and safeguarding of personal information collected during the project must always be undertaken in accordance with applicable legislation, regulatory requirements and recognised industry standards. The service provider must implement appropriate systems, controls and protocols to ensure full compliance with all requirements relating to the protection of personal information.

10.2 Conflict of interest and confidentiality

The appointed service provider must not act in any manner that is inconsistent with its professional duties and responsibilities, nor place itself in any situation that may give rise to an actual, perceived, or potential conflict of interest between the obligations associated with the outsourced project and any private, personal, or corporate interests. Furthermore, the service provider must maintain strict confidentiality with respect to all information obtained during the execution of the project and must not disclose such information without prior written authorisation from the Department, except where disclosure is required by law.

11. ENQUIRIES

For further information and enquiries, contact:

Mr Peter Keuck

Chief Engineer: Programme: Sustainable Resource Use and Management

Western Cape Department of Agriculture

Private Bag X1, Elsenburg, 7607

Tel: (021) 8085340

Cell: +27 82 315 3834

E-Mail: Peter.Keuck@westerncape.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.