



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

ENQUIRES/ BID DOCUMENTS: Mr M November /Ms D. Prinsloo

SPECIFICATIONS: Mr. P Keuck

BID NUMBER: Bid 921 – 2023/2024

CLOSING TIME: 11:00

VALIDITY PERIOD: 120 Days

TELEPHONE: (021) 808 5156/ 5442

TELEPHONE: (021) 808-5340

CLOSING DATE: 29 January 2024

DESCRIPTION: WESTERN CAPE DEPARTMENT OF AGRICULTURE: ELSENBURG EXPERIENTIAL FARM: REVITALISATION OF 28.6 HA VINEYARD (IRRIGATION – PHASE 1)

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

BID DOCUMENTS MAY BE POSTED TO:

Head of Department
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:

The Security Gate
Muldersvlei Road
Elsenburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

COMPULSORY MEETING:

Department of Agriculture, Main Gate at Security
(Head office) Muldersvlei Road, Elsenburg
GPS Co-ordinates: 33.845259 S 18.834722 E
Date: 16 January 2024 at 10:00 pm

Prospective bidders are required to attend a compulsory briefing session promptly at the time indicated in the ad. Kindly be advised that no late arrivals will be permitted to either attend the compulsory briefing session or submit bids. The bid box is open 24 hours a day, 7 days a week

PART A INVITATION TO BID

2

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:	921 – 2023/2024	CLOSING DATE:	29/01/2024	CLOSING TIME:	11:00
DESCRIPTION	WESTERN CAPE DEPARTMENT OF AGRICULTURE: ELSBURG EXPERIENTIAL FARM: REVITALISATION OF 28.6 HA VINEYARD (IRRIGATION – PHASE 1)				

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	M November / D Prinsloo		CONTACT	P Keuck	
TELEPHONE NUMBER	021 808 5156 / 5442		TELEPHONE	021 808 5340 Cell: 082 315 3834	
FACSIMILE NUMBER	None		FACSIMILE	None	
E-MAIL ADDRESS	Mark.November@westerncape.gov.za Davita.Prinsloo@westerncape.gov.za		E-MAIL ADDRESS	Peter.Keuck@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSEB No. <input type="checkbox"/>	<input type="checkbox"/>	TCS PIN:	AND	CSD No: <input type="checkbox"/> MAAA <input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No <input type="checkbox"/>				
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.	<input type="checkbox"/> YES <input type="checkbox"/> NO

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.</p> <p>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.</p> <p>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.</p> <p>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."</p>
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:

- All bids must be submitted on the official forms – (not to be re-typed)
- **Use black ink to fill in these form**
- 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>

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

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:

WCBD 3.3
PRICING SCHEDULE – PROFESSIONAL SERVICES

Name of Bidder.....	Bid number: 921 – 2023/2024
Closing Time 11:00	Closing date: 29 January 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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WESTERN CAPE DEPARTMENT OF AGRICULTURE: EISENBURG EXPERIENTIAL FARM: REVITALISATION OF 28.6 HA VINEYARD (IRRIGATION – PHASE 1)

Total Amount R _____

Note: Please complete the bid pricing schedule which falls part of Annexure A

Required by Mr. P Keuck Tel: 021 808 5340

At: Elsenburg

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

PROVINCIAL GOVERNMENT OF 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), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, 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. 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).

3. 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;

"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;

1

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.

“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;

“RWOPS” means —

Remunerative Work Outside the Public Service

“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;

4. 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.

5. 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.

2

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6. 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; or failed to perform on any previous contract.
7. 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.
8. 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

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 the public enterprise should first obtain the necessary approval (RWOP), 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? <i>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</i>	<input type="checkbox"/> NO <input type="checkbox"/> YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes complete Table B and attach their approved "RWOP")</i>	<input type="checkbox"/> NO <input type="checkbox"/> YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	<input type="checkbox"/> NO <input type="checkbox"/> 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)? NO YES

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

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

6

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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 understand the content of the document;
- iii. 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, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. 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 awarding of the contract.

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:

7

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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

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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- P_{min} = 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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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.

2023/12/12

**WESTERN CAPE DEPARTMENT OF AGRICULTURE:
ELSENBURG RESEARCH FARM: REVITALISATION OF 28.6 HA VINEYARD
(IRRIGATION – PHASE 1)
TERMS OF REFERENCE**

1. General

The Western Cape Department of Agriculture (WCDoA) requires the services of a suitably qualified and experienced professional service provider to fully: assess, plan, survey, design, supply materials and equipment, conduct soil preparation and construct, install, test and commission an on-farm irrigation system as a turnkey project for the first phase of the 28,6 ha vineyard revitalisation project at the Elsenburg Research Farm. Elsenburg is situated between the towns of Paarl and Stellenbosch in the Western Cape.

The two stage functionality bid comprising two separate and sealed documents need to be comprehensively detailed and properly marked:

Bid Proposal Part A : Technical Proposal and Project Team CV's

Bid Proposal Part B : Financial Proposal (Budget and Cost Breakdown)

2. COMPULSORY SITE MEETING

All prospective bidders must attend the compulsory site inspection and information session.

Date: 16 January 2024

Time: 10h00

Venue: Head Office of Western Cape Department of Agriculture, Muldersvlei Road, Elsenburg at the Main Gate (Security)

Name of Contact person: Peter Keuck

Telephone no. (021) 808 5340 Cell: 082 315 3834

Failure to attend the compulsory site inspection will invalidate the bidder's bid.

3. INTRODUCTION

The Elsenburg agricultural college is the oldest agricultural training facility in South Africa dating back to 1889 when the first students enrolled. Given the nature of farming in the Western Cape, viticulture and oenology have traditionally been a key part of the curriculum and approximately 80% of South Africa's wine makers are trained at Elsenburg. In addition to the Elsenburg Cellar the Elsenburg research farm maintained a 28,6 ha vineyard for training and research purposes.

Unfortunately the harvest quality and production tonnage dramatically declined over the previous decade due to the aging of the vines and the infection with leaf roll virus, which progressively caused lower yields and reduced wine grape quality.

As part of the "Golden Triangle" and at the heart of the Stellenbosch Wine region, the Elsenburg Vineyard is ideally situated to be used to its full potential from both a commercial and training perspective. The Department decided to uproot the old vineyard in totality and for this project embarked on the Elsenburg Vineyard Revitalisation Project (Irrigation Phase 1).

4. PROJECT DETAILS

4.1 Background

The project Phase 1 is planned as a turnkey project to be executed during the departmental budget cycles from 2023 to March 2025.

Going forward the Department divided the 28.6 ha vineyard in two sections (Refer Annexure A: Diagram 2):

- The Training and Elsenburg Cellar Vineyard in extend of 15.28 ha
- The Commercial Vineyard in extend 13.32 ha

Under this turnkey project, Phase 1, the two vineyards will have two completely separate irrigation systems, pump stations and control systems. However, the two vineyards will share in the proposed new pump house building and proposed new suction mains from the existing water storage dam. Each vineyard will have dedicated irrigation pumps and filtration systems, fertiliser storage areas, fertiliser mixing and storage tanks, fertiliser dosing systems, automation, control rooms, metered electrical supply gear and cabling, switchgear and pump rising mains to the separate irrigation blocks (Refer Annexure A).

4.2 Scope of works

For Phase 1 the scope of works require of the appointed and suitably qualified and experienced service provider to perform the following services to the WCDOA as a turnkey project (Refer Annexure A and Bid Drawings). All services rendered, equipment and machinery utilised, labour, materials specified, supplied and delivered, construction, installation and approvals must meet and be in accordance to applicable industry standards and applicable compliance authorisation and certification requirements:

- a) Project management services, consultation and liaison with departmental officials, relevant authorities, stakeholders and assigned representatives for the full duration and execution of the project.
- b) Conduct a topographical field survey and compilation of design drawings for the areas impacted by the project. The field survey area under consideration (Refer Annexure A and Bid Drawings) covers the water supply dam, the suction mains, pump house terrain, rising mains, vineyards in extent of 28.6 ha and adjacent areas.

Assessment, survey and recording of all existing services that are at risk due to the execution of the project i.e. fences, overhead power cables, roads, underground piped services, underground cables, storm water canals/piping, etc.

Incorporate and fit the proposed vineyard block layout on the design drawings (Refer Annexure A: Diagrams 2 and 3, Table 1).

Setting out of works for the: suction mains, pump house, rising mains, individual vineyard blocks and irrigation block mains.

Survey and compile As-Built Drawings.

- c) Perform comprehensive planning, preliminary design (and obtain approval from the Departmental representative), final design and specifications (and obtain approval from the Departmental representative), acquire statutory approvals for and certification of the various components of the project as applicable:
 - i. Comprehensive drip irrigation systems for: 1) the Training and Elsenburg Cellar Vineyard in extend of 15.28 ha, and 2) a separate design for the Commercial Vineyard in extend 13.32 ha.
 - ii. Singular suction mains comprising floating suction intake (screened), concrete encased suction pipe through dam embankment with downstream gate valve, suction mains to pump station and frog trap.
 - iii. Complete pump house comprising steel framed steel structure 12 m x 20 m x 4,5 m and all required fixtures and modifications, green bull nose cladding, inside and outside white undercoat and topcoat wall paint (Refer Bid Drawings No's: 2, 3, 4 and 5).
 - iv. Two sets of: automated irrigation systems (telemetry), pump and disc filtration systems (duty pumps and standby pump), valves, pipework and pipe supports at pump house.

- v. Two sets of electrical switchgear for automated and hand operated pump sets, filter systems, fertiliser dosing equipment and irrigation scheduling controls for the vineyard blocks.
 - vi. Two sets of: Manual fertiliser stainless steel mixing baskets to fit in fertiliser mixing and storage tanks, fertiliser mixing and holding tanks with stirring equipment, automated fertiliser dosing systems and related pipework,
 - vii. Domestic water supply to the pump house.
 - viii. Two separate main electrical power supply cabling and electrical metering installations.
 - ix. Two separate pump rising mains.
 - x. Vineyard block control valves, block main lines and irrigation dripper laterals.
- d) **Phase 1:** The fully and complete supply, delivery, construction, installation, testing and commissioning of all items and services required under Item 3.2 (c) for the full and complete completion of the project.

Note: Phase 2: Excluded from this contract: All infield pipe work and irrigation equipment in the demarcated area of the commercial area 13.2 ha (Refer Annexure A: Diagram 2 - Purple area).

- e) Provide machinery, fuels and operators to perform deep soil preparation for the Training and Elsenburg Cellar Vineyard in extent of 15.28 ha (Refer Annexure A: Diagram 2):
- i. Deep rip to effective 1.20 m soil depth below natural ground level and at 0.70 m spacing.
 - ii. "Skuifdol" at 30 degrees angle to deep rip direction. Minimum effective depth of 1.0 m below natural ground level and at 0.70 m spacing.
 - iii. Fully serviceable dozer of prescribed minimum capacity of Cat D8 or higher to perform rip and "skuifdol" actions.

Note: Phase 2: Excluded from this contract: Soil preparation for the footprint area of the Commercial Vineyard in extend of 13.32 ha (Refer Annexure A: Diagram 2 – Purple Area).

4.3 General

4.3.1 Occupational health and safety

The service provider need to provide and maintain all health and safety protocols to ensure compliance and that the works are safe at all times.

4.3.2 Insurance

The service provider need to provide full insurance liability cover and cover against injuries, loss and damages for the full duration of the project. Proof of the required insurance cover has to be provided with the bid.

4.3.3 Completion Certificate and Commencement of Warranty

On the date that the services has been fully completed and commissioned the Department Project Manager will issue a Completion Certificate. From the date of the Completion Certificate the Service Provider shall carry a 12 month warranty over the works and services for all defective materials, equipment, construction and installation provided.

4.4 Management Arrangements

The service provider will liaise and report to the responsible person designated by the Department as the Departmental Project Manager, being Mr Peter Keuck the Chief Engineer: Western Cape Department of Agriculture.

During the execution of the works the service provider's designated representative must be available and schedule monthly progress meetings with the Departmental Project Manager, who will monitor the progress of the project against the approved programme and may, from time to time, request additional meetings or other interactions. During these meetings the service provider will be responsible for the following:

- a) Written monthly reports on project progress
- b) Project programme update and adjustments to stay within original agreed timeframes.
- c) Capturing of instructions and notices.
- d) Departmental Project Manager agreed measurement and payments schedules for payment certification and invoicing,
- e) The Department reserves the right to request provisional reports during the course of the project.
- f) Service provider will be requested to compile and provide presentations as the need arises.

5. BID PROPOSAL

Mandatory documents to be submitted requires completion by the bidder.

No.	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
	Duly registered on the CSD (Central Supplier Database) attach proof of registration	Mandatory	Yes
	WCBD 3.2	Mandatory	Yes
	WCBD 4	Mandatory	Yes
	WCBD 6.1	Only if bidder intends to claim preference points	Yes
	BBBEE status level certificate / sworn affidavit	Mandatory	Yes
	Knowledge of and experience in topographical field survey and setting out. Evidence to be provided with Bid documentation (Company profile and CV's)	Mandatory	Yes
	Qualified South African Irrigation Institute (SABI) Irrigation Designer experienced in irrigation agriculture theory, design, installation, construction, testing and commissioning in the Western Cape horticulture and viticulture who will be responsible for the project. Evidence to be provided with Bid documentation, SABI Irrigation Design Certificate.	Mandatory	Yes
	Proven experience of turnkey irrigation projects successfully completed in the past. Two projects with two references and contact details to be provided with Bid documentation.	Mandatory	Yes
	Agricultural focus areas and expertise (such as water, soils, crops and irrigation, efficiency gains, value addition and sustainable	Mandatory	Yes

No.	Document	Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
	resource utilisation). (Company profile and CV's)		
	The service provider must have a track record in providing services of this nature. (Company profile and CV's)	Mandatory	Yes
	Experience of farming and the agricultural sector in the Western Cape. (Company profile and CV's)	Mandatory	Yes
	Strong project management skills. (Company profile and CV's)	Mandatory	Yes
	Full insurance liability cover	Mandatory	Yes
	For efficient liaison and technical support between the Department of Agriculture and the Service Provider, it is required that the bidder has an established servicing branch and office situated in the Western Cape within a 100 km radius of Elsenburg. The physical address and telephone number must be submitted with the bid.	Mandatory	Yes

5.2 Bid Conditions: Capacity and competencies of the Service Provider

The composition of the service provider, both in terms of number of individuals or institutions, is not prescribed by the Department.

The bidder must demonstrate the team's qualifications and capacity in terms of resources, sound knowledge and experience in the understanding of the specific project services required. In addition the bidder has to demonstrate that the team have the proven competencies ready and available for implementation in terms of; tools, equipment, machinery and the manpower to render the full project service as described in the Terms of Reference. The bidder need to demonstrate qualifications,

capacity and competency with regards to:

- a) Bid condition: Knowledge of and experience in topographical field survey and setting out. Evidence to be provided with Bid documentation.
- b) Bid condition: Qualified South African Irrigation Institute (SABI) Irrigation Designer experienced in irrigation agriculture theory, design, installation, construction, testing and commissioning in the Western Cape horticulture and viticulture who will be responsible for the project. Evidence to be provided with Bid documentation, SABI Irrigation Design Certificate.
- c) Bid condition: Proven experience of turnkey irrigation projects successfully completed in the past. Two projects with two references and contact details to be provided with Bid documentation.
- d) Agricultural focus areas and expertise (such as water, soils, crops and irrigation, efficiency gains, value addition and sustainable resource utilisation).
- e) The service provider must have a track record in providing services of this nature.
- f) Experience of farming and the agricultural sector in the Western Cape.
- g) Strong project management skills.
- h) Impeccable ethical conduct and interpersonal skills.

5.3 Structure of the bid proposal

The prospective service provider with reputable proven capacity and competencies will be required to compile and submit the bid proposal at its own cost. The bid has to fully comply with the Terms of Reference. The bidder should demonstrate a sound understanding of the work to be undertaken and provide evidence of the ability to execute the project described in the Terms of Reference. The bid proposal should be concise and cost effective both from a compilation and evaluation point of view. Proposals must be prepared in century gothic font, size 11 and 1.5 line spacing.

The bid proposal comprising of two documents need to be comprehensively detailed:

Bid Proposal Part A : Technical Proposal and Project Team CV's

Bid Proposal Part B : Financial Proposal (Budget and Cost Breakdown)

Note that the Bid Pricing Schedule (Refer Annexure A), Bid Price, in Rand and including VAT must be provided in a separate envelope clearly marked "Bid Proposal Part B: Financial Proposal".

The bid will be evaluated on the full project cost.

Note: The Department's Supply Chain Management condition: In order to be appointed the prospective service provider must be registered on the Central Supplier Database.

5.3.1 Bid Proposal Part A: Technical Proposal and Project Team CV's

Notwithstanding the information provided in the TOR, Bid Drawings and Annexure A the prospective service provider is required to make his own assessment of all the requirements to fully render all services under the turnkey project. Bid Proposal Part A must cover the full technical proposal of the bidder and must include the specified supporting documentation evidence as required in terms of the TOR. The bidder must submit the technical proposal with the following information:

- a) Introduction
- b) The prospective service provider's team capacity and competency in terms of qualifications, knowledge, availability and past experience as required to render the turnkey project services in full.
- c) SABI Designers Certificate of the team member who will be responsible for the design and implementation of the irrigation project.
- d) Evidence demonstrating the suitable competence of the team member who will be responsible for the surveying tasks of the project.
- e) Evidence demonstrating the prospective service provider successfully executing irrigation turnkey project of this sort (two projects and contact details of two references to be provided).
- f) Consortium agreement (if the proposal is submitted by a consortium of service providers).
- g) The project design and implementation approach, demonstrating the prospective service provider's understanding, methodology and selection of components, materials and equipment to provide the turnkey project services required in full.
- h) Full details and specifications of the prospective service provider's design for the project i.e. design calculations, diagrams, drawings, schedule of quantities, specifications, etc.
- i) At the time of the bid the prospective service provider has to demonstrate and provide evidence of competence and readiness to provide the full project service i.e. availability of human capital and labour, equipment, machinery, etc.
- j) Activity based project programme covering the completion of all deliverables well before 31 March 2025.
- k) The manner in which the prospective service provider would share and develop capacity.
- l) Summary and conclusion.
- m) CV's of the main team members of the prospective service provider.

5.3.2 Bid Proposal Part B: Financial Proposal (Budget and Cost Breakdown)

The Financial Proposal of the bid must reflect the total cost and cost breakdown of the project and must be clearly marked and submitted as a document separate from the Technical Proposal (Refer Annexure A: Bid Pricing Schedule).

The activity based project programme covering the completion of all deliverables and associated cash flow expenditure values.

For a task breakdown and Bid Pricing Schedule refer to Annexure A.

The Total Bid Price have to be in Rand and include VAT.

5.4 Evaluation and adjudication of bids

Bids will be evaluated based on a two-envelope system. The required elements of the Technical Proposal must be in the first envelope (functionality otherwise known as Objective criteria) and only the Financial Proposal, programme with cash flow expenditure and Bid Price will be in the second envelope.

Functionality of the Technical Proposal will be evaluated in accordance with the requirements of the Terms of Reference and with the aid of the criteria and four-point scale below. As part of the evaluation, bidders will be require to present their proposals to the Department to verify and clarify facts of the bid proposals, on a date and time as determined by the Department.

Only in the case of bid proposals receiving a total average objective weighted score of 75% or higher will the second envelope (Financial Proposal) be opened.

The 80/20 principle will be used to calculate the pricing and preference score.

The criteria in Table 1 and the following four-point 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 criteria rating to be used during the evaluation process

DOMAIN	CRITERIUM	CATEGORY	WEIGHT
Quality of the Technical Proposal	Is the bid proposal and presentation well prepared and complete?	10%	10%
Capacity of the team: qualifications, knowledge and past experience:	Agricultural irrigation design, surveying and installation (irrigation systems and pump stations).	40%	20%
	Irrigation turnkey projects		20%

DOMAIN	CRITERIUM	CATEGORY	WEIGHT
Project methodology and understanding readiness for implementation regarding:	Irrigation system design for the Training and Elsenburg Cellar Vineyard and the Commercial Vineyard.	40%	20%
	Project readiness for: Surveying, Soil preparation, construction and installation of pump house, fertiliser dosing and irrigation systems.		20%
Project management and development	Project management and capacity development	10%	10%
Total		100%	100%

6. PERSONAL INFORMATION, CONFLICT OF INTEREST AND CONFIDENTIALITY

6.1 Personal information

Personal information is highly sensitive. In order to protect the interests of the Department, the service provider, the project beneficiaries and users, the ownership and safeguarding of personal information gathered during the course of the project will at all times be dealt with in accordance to applicable industry standards and legislation. The service provider have to institute appropriate system protocols to ensure adherence to the requirements for the protection of personal information.

6.2 Conflict of interest and confidentiality

The appointed service provider may not act in any manner that is inconsistent with his/her duties or expose him/herself to any situation involving the risk of conflict of interest between the official responsibilities required of the outsourced project and with that of private or corporate interests.

7. 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,

Eisenburg,

7607

Tel: (021) 8085340 Cell: 082 315 3834

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

Annexure A:

Bid Drawing No 1: Site Layout

Diagram 1: Designate Planting Area

Diagram 2: Areas and blocks allocated to training, cellar and commercial activities

Diagram 3: Detailed layout of cultivars

Table 1: Summary of Blocks with cultivars

Irrigation Planning

Proposed Irrigation Block Layout

BID PRICING SCHEDULE

BID DRAWINGS

Bid Drawing No 2: Pump house layout

Bid Drawing No 3: Pump house details

Bid Drawing No 4: Pump house steel frame

Bid Drawing No 5: Pump house elevations

TERMS OF REFERENCE

ANNEXURE A

Annexure A: ELSENBURG MASTER PLAN FOR RENEWAL OF VINEYARDS



Diagram 1. Designated Planting Area (\pm 31ha including roads)

Allocation of area to Training, Cellar and Commercial Vineyards



Diagram 2. Areas and blocks allocated to training, cellar and commercial activities.

Cultivar and training Block layout



Diagram 3. Detailed layout of cultivars and training areas.

Table 1. Summary of Blocks with cultivars, block areas and designation as per Diagram 3:

Block #	Cultivars/Training Purpose	Ha	TRAINING	DUAL	CELLAR	COMMERCIAL
1	rootstocks, clones, cultivars	0.69	0.69			
	Chardonnay (Bubbly & still)	0.7			0.7	
2	Sauvignon Blanc, Alvarhino, Vermentino, Sémillon	1.42			1.42	
3	Gewurtztraminer, Marsanne, Rousanne, Palomino, Sercial, Grillo, Chenel	1.29			1.29	
4	Irrigation regimes (Shiraz)	1.31		1.31		
5	Table and Raisin Grapes	0.24	0.24			
6	Trellis Systems (Chenin blanc)	0.88		0.88		
7	Pruning Systems (Cabernet Sauvignon)	0.3		0.3		
	Cabernet Sauvignon	0.34			0.34	
8	Bushvine Chenin, Grenache bl., Pinotage, Grenache noir, Carignan)	1.35			1.35	
9	Assyrtiko, Muscat, Colombar	1.32			1.32	
10	Pinot noir, Cab franc	1.14			1.14	
11	Tempranillo, Alicante Bouschet	1.16			1.16	
12	Cabernet Sauvignon, Touriga	1.18			1.18	
13	Commercial	1.37				1.37
14	Commercial	1.29				1.29
15A	Malbec, Shiraz	0.98			0.98	
15B	Commercial	1				1
16A	Sangiovese, Counoise	0.98			0.98	
16B	Commercial	0.96				0.96
17	Commercial	1.67				1.67
18	Commercial	1.6				1.6
19	Commercial	1.68				1.68
20	Commercial	1.11				1.11
21	Commercial	1.26				1.26
22	Commercial	1.38				1.38
		28.6	0.93	2.49	11.86	0

IRRIGATION PLANNING

Irrigation scheduling:

The irrigation systems need to be designed so that both vineyards, 1. the Training and Elsenburg Cellar vineyard and 2. the Commercial Vineyard, can be irrigated during one week (5 working days) starting at 6h00 and ending not later than 18h00.

Dripper irrigation:

- Standard row width = 2.5 m
- Row width for vineyard blocks 5 and 6 = 3.0 m
- Dripper spacing = 0.6 m
- Dripper delivery rate = 2.2 to 2.3 l/hr (high clogging resistance – Typhoon or similar approved)
- Application rate = 15.0 m³/hr/ha

PROPOSED IRRIGATION BLOCK LAYOUT

A. Training and Elsenburg Cellar vineyard

IRRIGATION BLOK NO	VINEYARD BLOCK NO's	IRRIGATION AREA
Training and Cellar 1	Block 1 (1.39 ha) Block 4 (1.31 ha)	2.70 ha
Training and Cellar 2	Block 2 (1.42 ha) Block 3 (1.29 ha)	2.71 ha
Training and Cellar 3	Block 5 (0.20 ha) Block 6 (0.88 ha) Block 7 (0.64 ha) Block 12 (1.18 ha)	2.9 ha
Training and Cellar 4	Block 8 (1.35 ha) Block 11 (1.18 ha)	2.53 ha
Training and Cellar 5	Block 9 (1.32 ha) Block 10 (1.14 ha)	2.46 ha
Training and Cellar 6	Block 15 A (0.98 ha) Block 16 A (0.98 ha)	1.96 ha

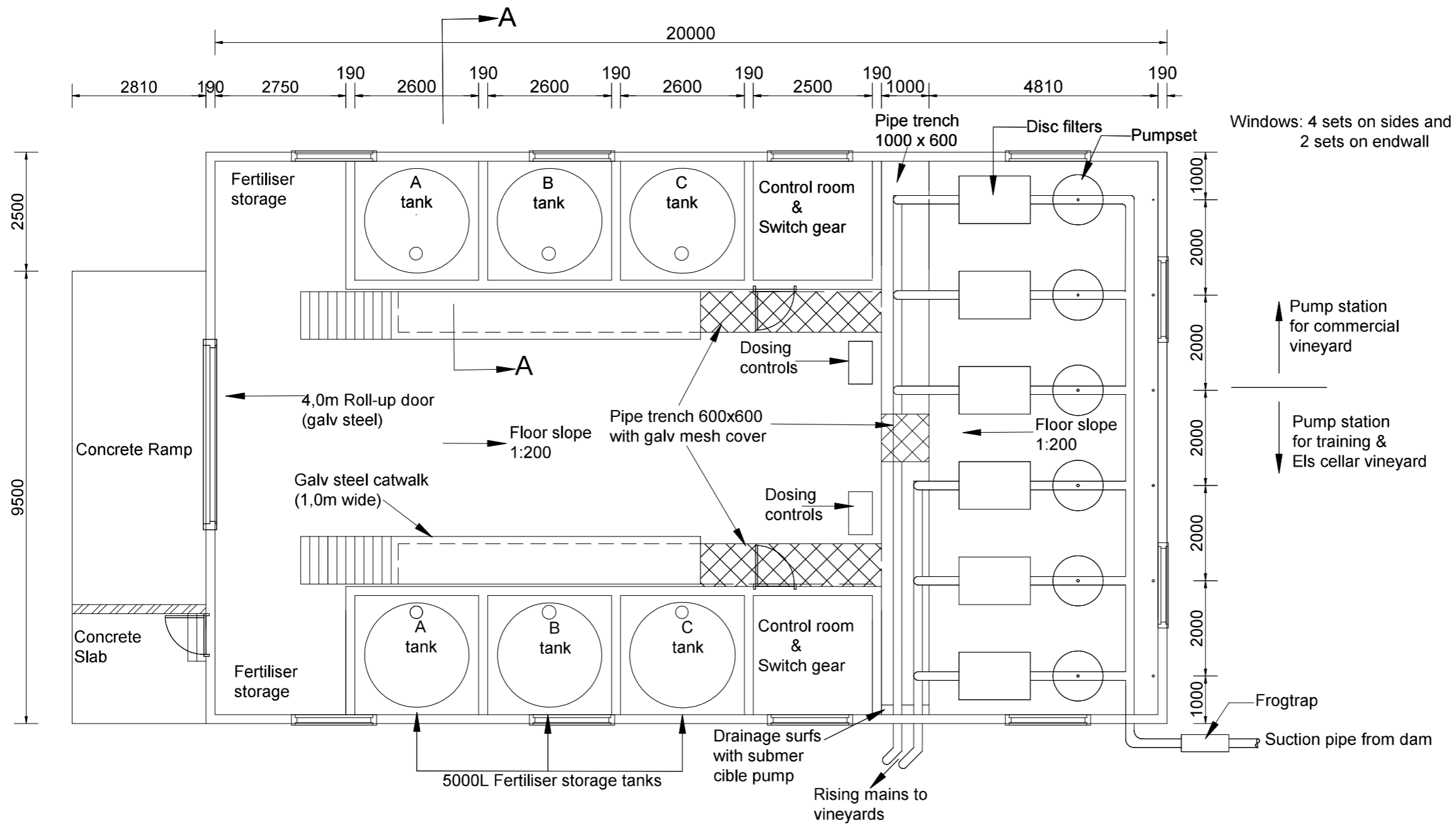
B. Commercial vineyard

IRRIGATION BLOK NO	VINEYARD BLOCK NO's	IRRIGATION AREA
Commercial 1	Block 13	1.37 ha
Commercial 2	Block 14	1.29 ha
Commercial 3	Block 15 B (1.0ha) Block 16 B (0.96ha)	1.96 ha
Commercial 4	Block 17	1.67 ha
Commercial 5	Block 18	1.6 ha
Commercial 6	Block 19	1.68 ha
Commercial 7	Block 20	1.11 ha
Commercial 8	Block 21	1.26 ha
Commercial 9	Block 22	1.38 ha

BID PRICING SCHEDULE

Item	Description	Total
A	Survey work and setting out	
B	Soil preparation:	
B1	Training and Eisenburg Cellar Vineyard (15.28 ha)	
B2	Commercial Vineyard (13.32 ha)	NA
C	Irrigation Design:	
C1	Training and Eisenburg Cellar Vineyard (15.28 ha)	
C2	Commercial Vineyard (13.32 ha)	
D	Supply materials, equipment, construct, install, test and commission	
D1	Suction mainline	
D2	Pump House	
D3	Pump Station for: Training and Eisenburg Cellar Vineyard (15.28 ha)	
D3,1	Pumpsets (Duty and standby)	
D3,2	Disc filter system (Automated Backwash)	
D3,3	Valves and Pipework (HDPE)	
D3,4	Electrical power supply and switchgear	
D3,5	Irrigation automation and controls (telemetry)	
D3,6	Fertiliser mixing and dosing system	
D3,7	Pump rising mains	
D3,8	Block valves and block main lines	
D3,9	Dripper Laterals (15,28 ha)	
D3	Pump Station for: Commercial Vineyard (13.32 ha)	
D3,1	Pumpsets (Duty and standby)	
D3,2	Disc filter system (Automated Backwash)	
D3,3	Valves and Pipework (HDPE)	
D3,4	Electrical power supply and switchgear	
D3,5	Irrigation automation and controls (telemetry)	
D3,6	Fertiliser mixing and dosing system	
D3,7	Pump rising mains to border of Commercial Vineyard	
D3,8	Block valves and block main lines	NA
D3,9	Dripper Laterals (13,32 ha)	NA

FOR BID
PURPOSES ONLY



Bid Drawing No 2: Plan of proposed pump house
Scale 1:100

BID Drawing No 2

PUMP HOUSE LAYOUT

Client: DoA

Drawn by: K Sonjani

Checked by: P Keuck

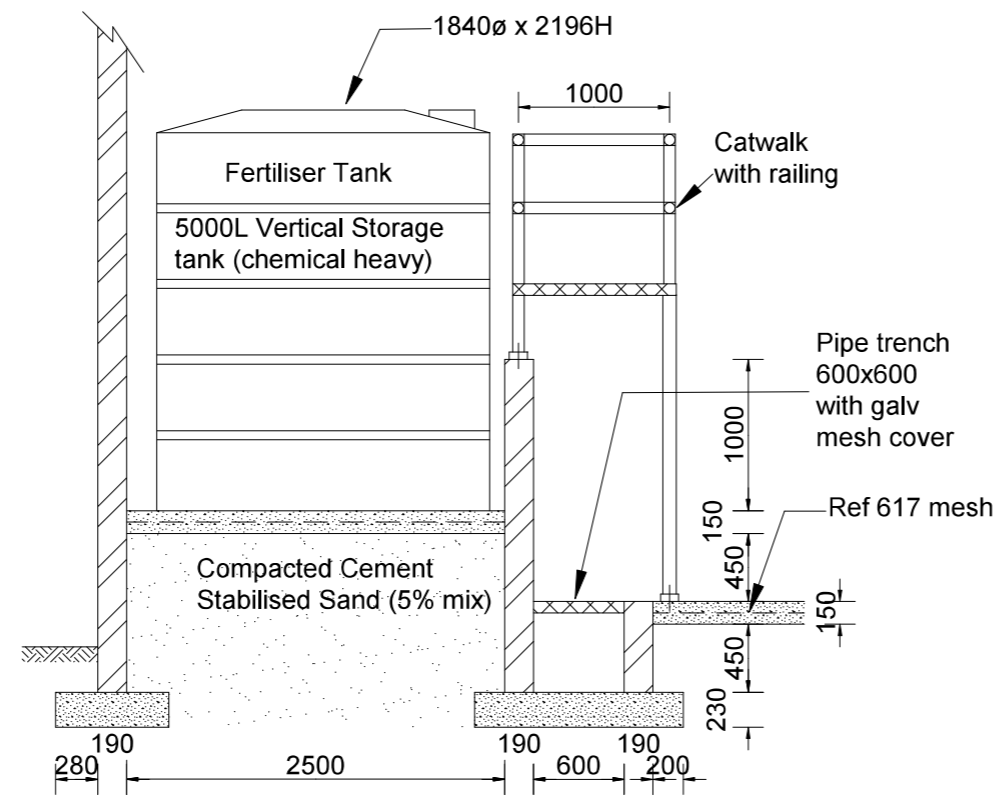
Date: 20/10/2023

Scale: 1:100



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Bid Drawing No 3: Detail of Proposed Pump House: Section A-A

Scale 1:20

WC Department of Agriculture
Agricultural Engineering Services
Engineering Services

PUMP HOUSE DETAILS
BID Drawing No 3

Client: DoA

Drawn by: K Sonjani

Checked by: P Keuck

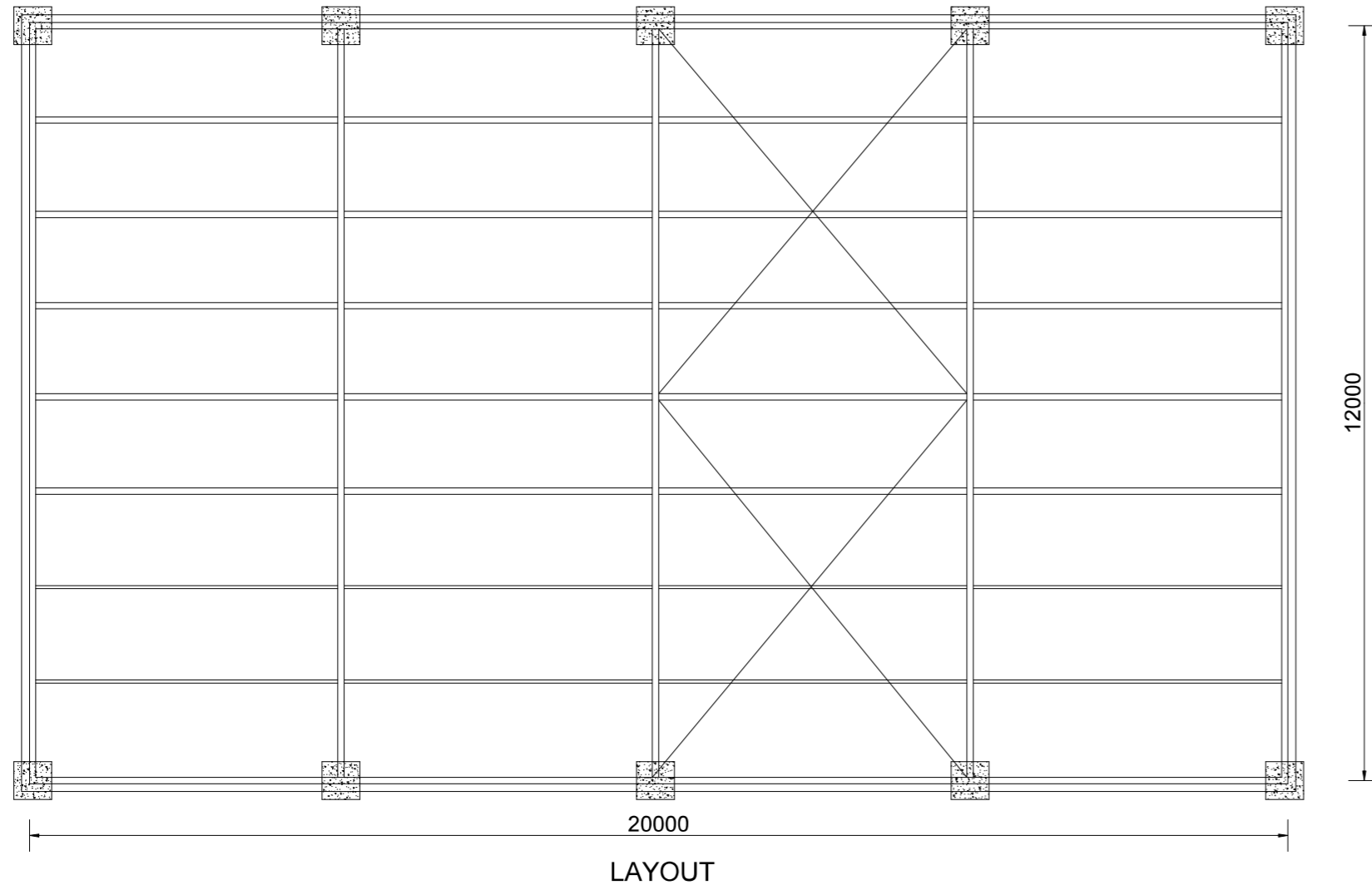
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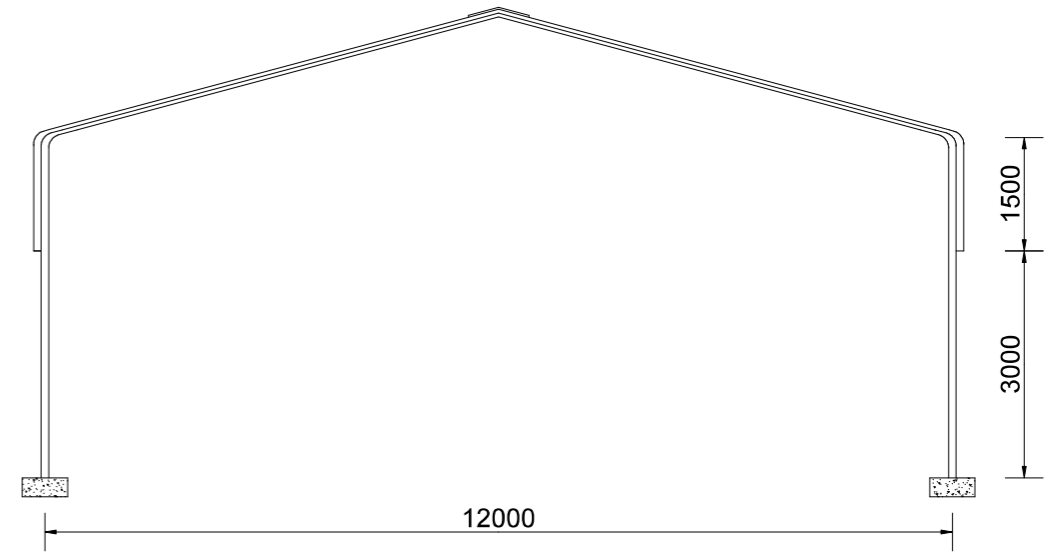


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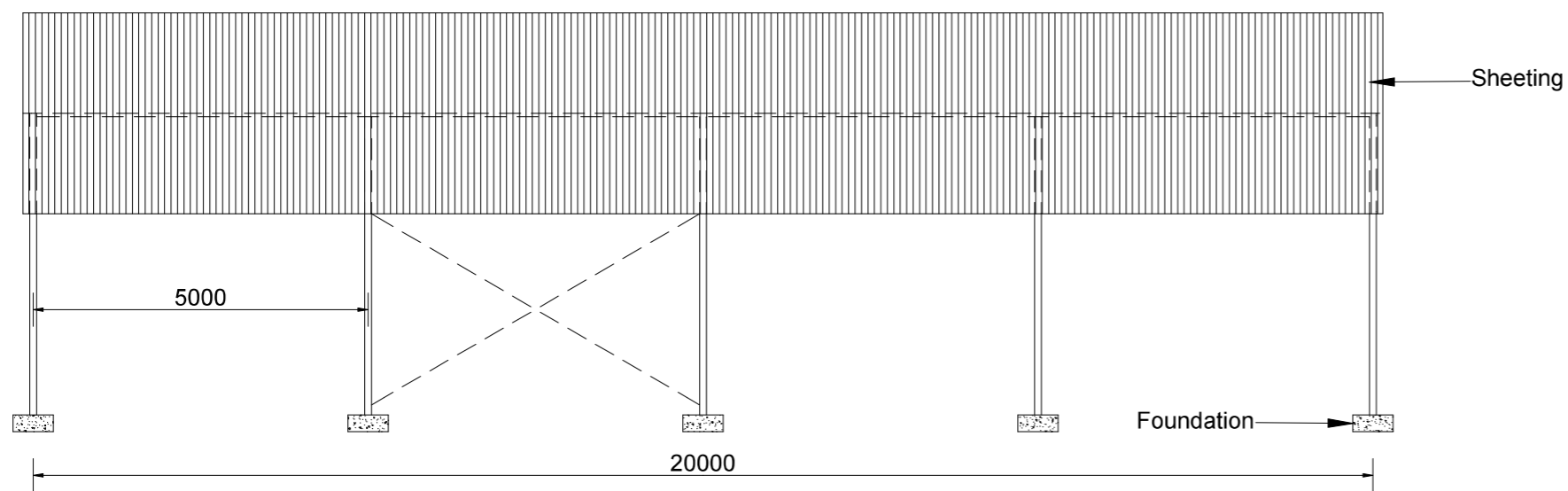
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LAYOUT



NORTH SIDE



EAST SIDE

WC Department of Agriculture
Agricultural Engineering Services
Structures

PUMP HOUSE STEEL FRAME

BID Drawing No 4

Client: DoA

Drawn by: K Sonjani

Checked by: P Keuck

Date: 20/10/2023

Scale: 1:100

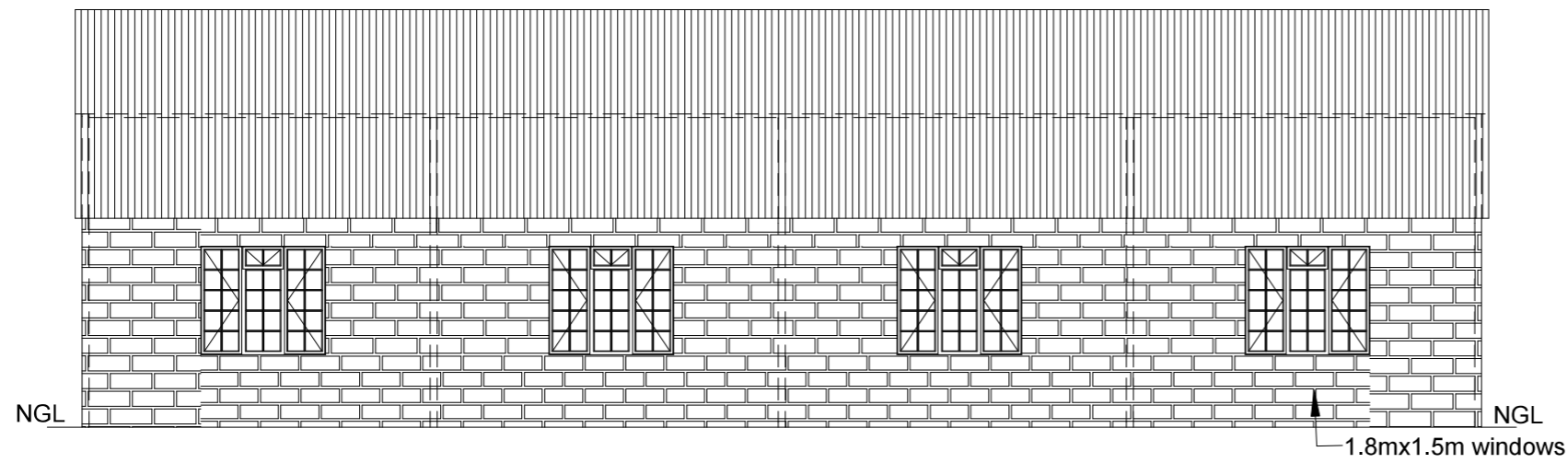


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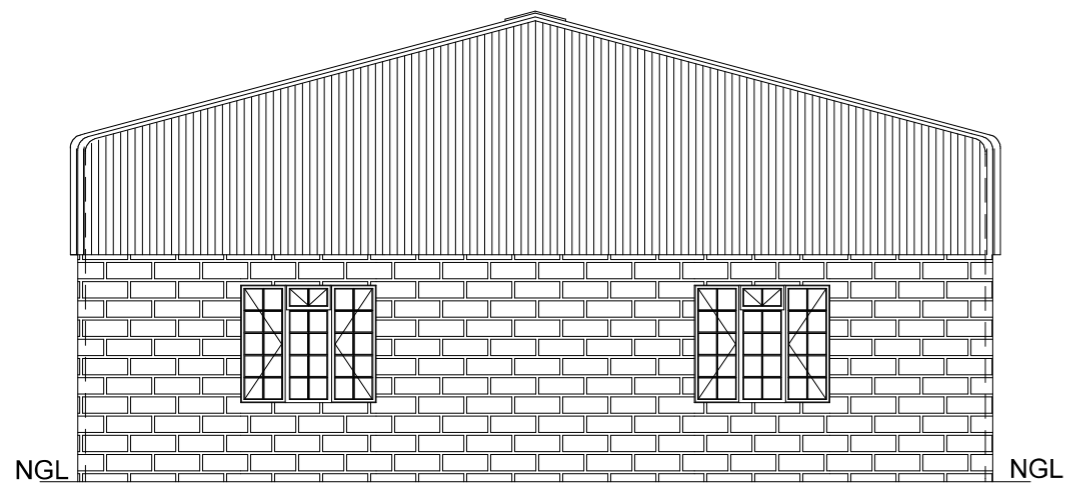
Bid Drawing No 4: Detail of Proposed Pump House: Steel Frame

Scale 1:100

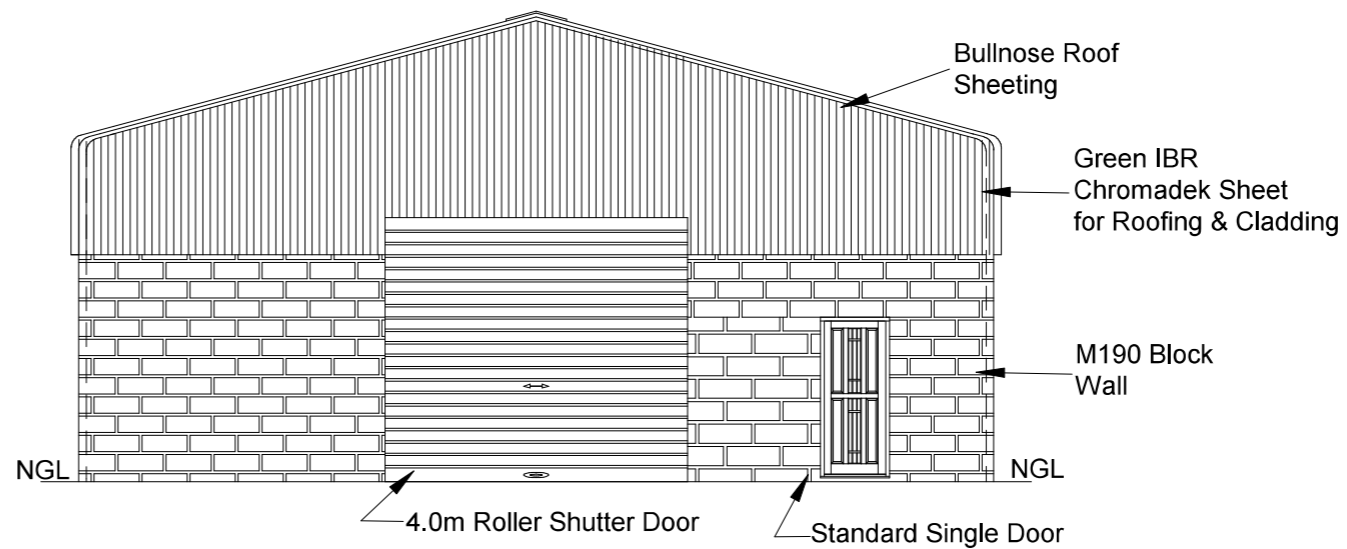
FOR BID
PURPOSES ONLY



SIDE ELEVATIONS



BACK ELEVATION



FRONT ELEVATION

Bid Drawing No 5: Detail of Proposed Pump House: Elevations

Scale 1:100

WC Department of Agriculture
Agricultural Engineering Services
Structures

PUMP HOUSE ELEVATIONS

BID Drawing No 5

Client: DoA

Drawn by: K Sonjani

Checked by: P Keuck

Date: 20/10/2023

Scale: 1:100



Western Cape
Government

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
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
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

- (d) for each appropriate unit of the supplied goods; 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 Programme (NIP)** 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.