



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 26/09

APPOINTMENT OF A HIGHER EDUCATION INSTITUTION FOR A PROVISION OF AN ENTREPRENEURSHIP DEVELOPMENT PROGRAMME FOR 135 UNEMPLOYED AGRICULTURAL GRADUATES YOUTH PROGRAMME IN FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD)-FOR A PERIOD OF TWENTY-FOUR MONTHS (24) - 2 YEARS

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

CLOSING DATE : 03/12/2026
Time : 11h00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 26/09	CLOSING DATE: 03 DECEMBER 2026		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A HIGHER EDUCATION INSTITUTION FOR A PROVISION OF AN ENTREPRENEURSHIP DEVELOPMENT PROGRAMME FOR 135 UNEMPLOYED AGRICULTURAL GRADUATES YOUTH PROGRAMME IN FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD)-FOR A PERIOD OF TWENTY-FOUR MONTHS (24) - 2 YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
LIMPOPO					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	KUMALO L		CONTACT PERSON	RAVELE AH	
TELEPHONE NUMBER	015 294 3361		TELEPHONE NUMBER	015 294 3212	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kumaloL@agric.limpopo.gov.za		E-MAIL ADDRESS	raveleah@agric.limpopo.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	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 **In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.**
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“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; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership > 51%	5	
Women Ownership > 51%	4	
Persons with Disability Ownership >51%	5	
Youth Ownership >51%	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. 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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are

correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

ANNEXURE A

REFERENCE LIST FOR PREVIOUS ENTREPRENEURSHIP TRAINING PROJECTS

Bid Number: ACDP 26/09

Bid Description:

PROVISION OF NQF LEVEL 5 ENTREPRENEURSHIP DEVELOPMENT TRAINING FOR 135 UNEMPLOYED AGRICULTURAL GRADUATES

The bidder must provide details of previous or current entrepreneurship training projects of a similar nature undertaken within the last five (5) years.

No.	Client / Organisation	Project Description	Contract Value (Incl. VAT)	No of Learners Trained	Training Period (Start & End Date)	Client Contact Person	Telephone Number	Email Address	Completion Status (Completed/Ongoing)
1									
2									
3									
4									
5									
6									
7									
8									

Important Notes

1. References must relate to **entrepreneurship development training**, preferably at **NQF Level 5 or higher**, or similar training interventions.
2. The Department reserves the right to verify any information provided without prior notice to the bidder.
3. Failure to provide verifiable references may result in the bidder scoring zero (0) for the relevant functionality criterion.
4. Bidders must attach supporting evidence for each reference, such as:
 - Appointment letter or Purchase Order;
 - Signed contract or Service Level Agreement;
 - Completion certificate or reference letter from the client; and/or
 - Proof of contract value where applicable.

Bidder Declaration

I/We hereby certify that the information provided above is true and correct.

Company Name: _____

Authorised Representative: _____

Designation: _____

Signature: _____

Date: _____



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

FOR

**APPOINTMENT OF A HIGHER EDUCATION INSTITUTION FOR A PROVISION OF AN
ENTREPRENEURSHIP DEVELOPMENT PROGRAMME FOR 135 UNEMPLOYED
AGRICULTURAL GRADUATES YOUTH PROGRAMME IN FOR LIMPOPO
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD)-FOR A
PERIOD OF TWENTY-FOUR MONTHS (24) - 2 YEARS**

1. PURPOSE

To procure the services of an institution of higher learning accredited with the Council on Higher Education and registered with the Department of Higher Education and Training to provide NQF Level 5 entrepreneurship development training for 135 unemployed agricultural graduates.

2. BACKGROUND

Government has identified agriculture as a key job driver targeting the sector to create about a million jobs by 2030, a target that can essentially be achieved through increased youth participation in the sector. Again, the Agriculture, Land Reform and Rural Development sector is adversely typified by unprecedented phenomena of ageing farmer population and ironically high rate of relevant unemployed graduates. While strides are being made to mainstream the participation of youth in the sector, studies have shown that more still needs to be done.

In the endeavour to advance radical economic transformation across the value chain of the sector, the participation of youth in the mainstream of the economy is sacrosanct and thus Department of Agriculture (DoA) should unashamedly expedite the implementation of the Young Producers Entrepreneurship Strategy (YPES). In response to this call, DoA has introduced a Youth Skills and Entrepreneurship Development programme in the sector. The programme is aimed at mainstreaming the participation of youth in the value chain of agriculture, land reform and rural development sector through targeted training and placement of unemployed agricultural graduates on farms to gain practical and business skills.

As a result of the above, the Limpopo Department of Agriculture and Rural Development has partnered with 55 host entities and 135 unemployed agricultural graduates at respective farms for on-the-job practical skills. Total of 135 participants require a tailor-made entrepreneurship mandatory training as per clause 7.9 sub section 7.9.2 of the placement of the unemployed graduate's framework programme. The training and related costs will be funded through the CASP Farmer Capacity Building budget.

3. DELIVERRABLES

a) SPECIFICATIONS OF CONTRACTS

<u>ITEM NO.</u>	<u>LEARNING OUTCOMES</u>	<u>ASSESSMENT CRITERIA</u>
<u>Module 01</u>	<u>INTRODUCTION TO ENTREPRENEURSHIP (I.E)</u>	
a)	Basic knowledge and informed understanding of the meaning of the words entrepreneur and entrepreneurship.	▪ Identify and explain the difference between entrepreneurship, investors, and managers ▪ Identify and discuss the general characteristics of entrepreneurs. ▪ Demonstrate the skills that entrepreneurs must possess ▪ Define small business and discuss why people operate small businesses. ▪ Identify and address shortcomings in operating small business. ▪ Discuss the unique external and internal problems and failures of small businesses.
b)	Comprehensive knowledge and understanding of the importance of small business in economy.	
c)	Comprehensive knowledge and understanding of specific small business problems.	
<u>Module 02</u>	<u>ENTREPRENEURIAL IDEAS AND OPPORTUNITIES (IO)</u>	
a)	Comprehensive knowledge and understanding of the importance of feasibility and viability studies and what such studies entail	▪ Explain technical and market feasibility. ▪ Identify and discuss the analyses of competitors, personnel, and financial feasibility studies. ▪ Explain the role played by creativity and innovation in developing business opportunities. ▪ Discuss the factors that influence creativity and techniques to improve creativity to start a business. ▪ Explain how one must evaluate business opportunities.
b)	An ability to access and process sources of business ideas and the role of creativity and innovation in the development of business opportunities.	
<u>Module 03</u>	<u>ENTREPRENEURIAL MANAGEMENT SKILLS (EMS)</u>	
a)	An ability to operate and take full responsibility for the management activities involved in running successful businesses.	▪ Explain different definitions of management. ▪ Draw a schematic presentation of the management process. ▪ Identify and explain planning, organizing, activation, leadership, and control as a basis for management. ▪ Discuss and explain the advantage of through planning ▪ Discuss and explain the requirements for through planning ▪ Explain and understanding the planning process
b)	An ability to identify the basic management elements.	
c)	Management of team/group/system/process by identifying additional management tasks.	

		▪ Discuss the organizational process and symptoms of poor organization ▪ Explain influence, authority, and power in managing a business. ▪ Discuss the control process in a business. ▪ Explain and discuss requirements for a control system. ▪ Explain and discuss motivation as an additional management task. ▪ Explain and demonstrate the communication process as an additional management task. ▪ Explain and demonstrate coordination as an additional management task ▪ Explain and demonstrate delegation as an additional management task and explain the delegation process. ▪ Explain and demonstrate discipline as an additional management task. ▪ Explain and demonstrate human development and explain how entrepreneurs must manage themselves.
Module 04	ENTREPRENEURIAL FINANCIAL SKILLS	
a)	Comprehensive knowledge and understanding of the balance sheet and the importance thereof	▪ Identify and evaluate the difference between assets, liabilities, and owners' equity in businesses. ▪ Explain and differentiate between current assets and current liabilities
b)	Comprehensive knowledge and understanding of the income statement and the importance thereof.	
c)	Comprehensive knowledge and understanding of the pricing policy in retail businesses.	▪ Illustrate and understand the accounting equation, discuss own capital and outside capital in businesses. Calculate and explain the return on investment. Explain revenue and expenditure ▪ Explain and distinguish between the concepts, gross and net ▪ Calculate the purchase price of a product, selling price and cost price. ▪ Calculate and define the concept cost of sales ▪ List and understand operating expenses and compile an income statement ▪ Distinguish between the concepts , gross profit, and mark-up
d)	Comprehensive knowledge and understanding of how to do a viability assessment of a new or existing business	
e)	Comprehensive knowledge and understanding of the pricing policy for manufacturers and businesses rendering services	

		▪ Calculate a mark-up percentage and the gross profit percentage on a product. ▪ Explain and list factors that influence prices for retail businesses. ▪ Explain and apply the concept, theoretical gross profit percentage, in practice. ▪ Calculate an average gross profit percentage of a business. Compile a running cost budget. ▪ Determine and calculate the break-even turnover of a business. ▪ Determine and calculate the budgeted turnover and idea turnover of a business. ▪ Determine and calculate the budgeted turnover and ideal turnover of a business. ▪ Determine and calculate the cash break-even turnover of a business. ▪ Explain and compile a turnover budget. ▪ Explain and compile a purchase budget. Explain and compile a cashflow budget. ▪ Outline and explain the tasks of a financial manager ▪ Differentiate and explain the cost classifications of direct and indirect material and labor ▪ Differentiate and explain the cost classifications of direct and indirect overheads. ▪ Explain the flow of cost in a production process ▪ Explain the difference between variable and fixed costs of a product ▪ Calculate the productive hours available per annum for businesses. ▪ Calculate the labor rate , overhead and profit rate for businesses. ▪ Calculate the cost price and selling price of products or services ▪ Compile a production cost statement and income statement.
Module 05	ENTREPRENEURIAL ADMINISTRATIVE SKILLS (AS)	
a)	Comprehensive knowledge and understanding of management information.	▪ Demonstrative and name the information required by management in small businesses.

		▪ Discuss important daily, monthly and annual information that is of importance for businesses ▪ Explain and understand the use of a daily cash sales register ▪ Develop, explain and describe the use of goods received register ▪ Describe the use of a payments register. ▪ Outline receiving procedures of goods and demonstrate how the goods received register must be completed ▪ Demonstrate the collection of information in small businesses. ▪ Explain and discuss the different documentation required for small businesses ▪ Explain and understand the use of a daily cash sales register. ▪ Skills to register a company and meet all requirements.
b)	Comprehensive knowledge and understanding of the importance of a recording-keeping system	
c)	Comprehensive knowledge and understanding of the administrative processes in small business.	
Module 06	ENTREPRENUERIAL LEGAL SKILLS (LS)	
a)	Comprehensive knowledge and understanding of the different forms of businesses that can be used to start a business	▪ Discuss and explain the differences between the various forms of businesses. ▪ Discuss the advantage and disadvantages of the various forms of businesses. ▪ Motivate the necessity of registering trademarks and patents ▪ Explain and discuss the tax structure in South Africa. ▪ Distinguish between the various kinds of taxes for small businesses ▪ Explain how tax is calculated for the different forms of businesses. ▪ Explain and calculate value-added tax on products. Calculate input and output VAT for businesses. ▪ Discuss and explain various factors surrounding contracts.
b)	The ability to identify the difference between the concepts, trademark, and patent.	
c)	Understanding taxation in South Africa	
d)	The ability to select and implement the legal rules related to various contracts validity	
e)	Comprehensive knowledge and understanding of the importance of insurance for small businesses.	

		▪ Explain factors that influence consensus between two parties. ▪ Identify and discuss the various factors surrounding insurance ▪ Explain the basic requirements of insurance ▪ List and explain the various kinds of insurance that are important for small businesses.
Module 7	MARKETING MANAGEMENT SKILLS	
a)	Basic knowledge and informed understanding of market segmentation and the market segmentation processes	▪ Discuss the purpose of market segmentation in terms of dividing the market into groups with similar characteristics, needs, wants and behaviors
b)	Knowledge of the elements of marketing and how to keep customers satisfied	▪ Explain market segmentation implications to improving marketing efforts. ▪ Identify and explain geographic, demographic, psychographic and behavioural segmentation bases ▪ Identify and describe the elements of marketing and the influence of each business. ▪ Explain the influence of products, pricing, place, promotions and people in marketing the products of all small businesses ▪ Explain market investigation ▪ Determine a gap in the market and where to establish specific businesses ▪ Describe how to inform customers of the business on the products they are buying ▪ Describe how to attract customers to businesses. Describe the importance of shop layout ▪ Describe and discuss the importance of product displays in retail businesses ▪ Describe and discuss the importance of customer relations
Module 08	SMALL BUSINESS PLANNING SKILLS (PS)	
a)	Comprehensive knowledge and understanding of starting a new business venture	▪ Discuss and describe the importance of a business plan ▪ Determine the strengths and weaknesses of a proposed business idea.

		▪ Explain technical viability, market, organizational abilities and determine your own financial situation ▪ Discuss the title page, table of contents, and the executive summary in a business plan ▪ Determine a mission and vision statement for a business. Explain and discuss products and types of business. Explain and discuss the marketing plan ▪ Explain and discuss the financial plan ▪ Explain what must be contained in a business plan and what not ▪ Explain how one should use a business plan. Write a business plan for a new business venture.
b)	Comprehensive knowledge and understanding of the steps in preparing a business and basic requirement for writing a business plan	
c)	Comprehensive knowledge and understanding of how to ensure success with a business plan	

N.B: Training to be conducted in Limpopo Province, Training venue, catering and accommodation of learners will be provided for by LDARD

5. SCOPE OF WORK

The service provider is required to do the below:

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	NQF level 5 entrepreneurship development training for 135 learners [unemployed agricultural graduates] to be offered by an accredited higher learning institution / university in 2 groups of 67 and 68. The training is to be conducted in 4 blocks over two years as follows:. <u>2026/27 FINANCIAL YEAR</u> Block 1 5 days Block 2 5 Days. AND <u>2027/28 FINANCIAL YEAR</u> Block 3 5 Days Block 4 5 Days To cover the following: 1) Introduction to Entrepreneurship 2) Entrepreneurial ideas and opportunities 3) Entrepreneurial management skills 4) Entrepreneurial financial skills – Production, Services & Commerce type of businesses. 5) Entrepreneurial administrative skills 6) Entrepreneurial legal aspects 7) Entrepreneurial marketing skills 8) Small business planning skills 9. Evaluation Portfolio Of Evidence (POE) 09. Upon completion, graduates will be presented with an Institution of Higher Learning accredited NQF level 5 certificate. 10. Certification Ceremony <u>The bidder is expected to offer certification ceremony to 200 attendees. (135 students, 55 host entities and 10 officials)</u> <u>(This will only be done in 2027\2028 FY after completion of the training programme, inclusive of Venue and meals).</u>	135	R	R
		200	R	R
TOTAL BID PRICE before 15 % VAT				R
VAT @ 15%				R
TOTAL BID INCLUSIVE OF 15 % VAT				R

6. BID EVALUATION CRITERIA

CRITERIA	REQUIREMENTS
Pre-compliance criteria	Bidders must submit all documents as outlined below.
Price	The lowest bidder will be allocated 80 points. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
Preferential points for specific goals	Bidders will be allocated preferential points for specific goals as per table 7.4.1 c

6.1 Phase 1: Pre-Compliance evaluation

6.1.1 During this phase bid responses are registered and to ascertain the number of bid responses received before the closing date and time.

6.1.2 The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:

- a) Business registration including details of directorship and membership
- b) In the service of the state status
- c) Tax compliance status
- d) Identity number (s)
- e) Tender defaulting and restriction status, and
- f) Any additional and supplementary verification information communicated by National Treasury.

7. REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.3	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Bidders Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3)
Preference Point Claim Form – SBD 6.1	YES	Must be fully completed and signed. Non-Returnable of the supplied pro forma document will lead to Disqualification.

		Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
The bidder should provide a proof of accreditation by the Department of Higher Education and Training (DHET), Council on Higher Education (CHE) and the South African Qualifications Authority (SAQA). - Proof that the institution is accredited to offer NQF Level 5 Entrepreneurship	YES	Must submit their documents with the bid
Specification	YES	Must comply with the specification

7.1 Bidders must ensure that they meet the following requirements before the bid can be awarded:

CRITERIA	REQUIREMENT
Tax compliance status	"Bidder must be tax compliant before the bid is awarded. Wherein the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder will be requested to submit written proof from SARS of their tax compliance status within 7 days. Non-compliance will result in non-consideration.
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

7.2 FUNCTIONALITY

Bidders will be evaluated based on functionality. The minimum threshold for functionality is **60 points out of 100 points**. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points.

	FUNCTIONALITY	CRITERIA	SCORE	WEIGHT
a)	Capability, track record and experience in previous entrepreneurship training. Please support your track record with tangible evidence e.g. purchase order with contract values (failure to submit will forfeit points). LDARD reserves the right to contact this reference indicated without prior notice to the bidder - refer to Annexure A	6 and more training executed	5	60
		4-5 projects training executed	4	
		2-3projects training executed	3	
		1- training executed	1	
		No information provided/ 0 projects executed	0	
b)	Proof of physical address Bidders must submit proof of residence from Local Tribal Authorities or Local Councillor	Physical address within Limpopo Province.	5	40
		Physical address outside Limpopo Province.	0	
			TOTAL	100

7.3 APPLICATION OF PREFERENCE POINT SYSTEM

80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

- The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), in terms of Regulation 4(1) of the Preferential Procurement Regulations, 2022.
- The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of tender consideration

P_{min} = Rand value of lowest acceptable tender

- A maximum of **20 points** will be awarded in accordance with the table below:

NO	SPECIFIC GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	5	CSD Report and copy of company registration document

2	Women Ownership > 51%	4	Identity Document
3	Persons with Disability Ownership >51%	5	Latest three (3) months valid medical report from the registered medical practitioner and CSD Report
4	Youth Ownership >51%	6	Identity Document
TOTAL POINTS		20	

- d. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- e. **Only the tender with the highest number of points scored may be selected for an award.**

8. ARITHMETICAL ERRORS

8.1 The SCMU official checks all bids for arithmetical errors. Where errors occur, they are corrected as follows:

- Where the line-item total differs from the unit rate multiplied by quantity, the value of the unit rate multiplied by the quantity overrules the quoted total, unless there is an obvious misplacement of the decimal point in the unit rate, in which case the line-item total is accepted, and the unit rate is corrected.
- Where there is a difference between the amounts in figures and in words, the amount in words overrules the amount in figures.
- Where there is an error in the total of the prices, either as a result of corrections made by the SCMU or of a mistake in addition by the bidder, the buyer corrects the total; and
- The SCMU informs the bidder of the needed corrections and requires that he accept these in writing or withdraw his bid. If the bidder does not accept the corrections, his bid is withdrawn from evaluation.

9. SPECIAL CONDITIONS

- All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the bidder. Supporting documentation submitted with the proposal will become the property of the Limpopo Provincial Government unless otherwise requested by the bidder at the time of submission.
- General Conditions of Contract 2010 2nd edition (GCC2010) shall be used to manage the contract. Service provider must acquire their own copy.
- All works under this contract are re-measurable.
- The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- Bidders who intend to cede their rights to payment to an institution as prescribed in paragraph 10 below, should attach cession agreement with their bid proposal.

- f) Payment will only be made in accordance with the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.
- g) It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made is in excess of R2,3 million. subsequent to registration with SARS, bidders will not be allowed to increase their bid amounts.
- h) The Department will not make any upfront payment to a successful service provider
- i) The department reserves the right to conduct a risk assessment for the recommended service provider to verify the provided information and authenticate the supporting documentation and may disqualify the service provider if the risk analysis feedback is negative.
- j) The Department reserve the rights to price negotiation and balancing of unit prices to fair market prices.
- k) If it is found, after negotiation and price balancing of rates, that a Bidder's price is still not responsive, recommendation for disqualification will be made.
- l) If the Department is not satisfied with the service provided by the service provider, the Department reserves the right to terminate their contract for the breach of contract and if there is any remuneration provided to the service provider for the unsatisfactory works, the Department can claim it from the service provider.
- m) Bidders should note that the training will be conducted in Limpopo Province, Training venue, catering and accommodation of learners will be provided for by LDARD

10. INSPECTION OF BIDDERS

The highest qualifying bidders will be inspected at their premises for verification.

The inspection will be done on the following:

- a) Physical structure or business where business activities take place.
- b) Main business activities.
- c) Track record will be verified.
- d) Relatedness of the main business activities to the tender under review.
- e) Registration documents and accredited certificates.
- f) Verification of Equipment, including 3rd party premises if required.

11. Acceptance of Submissions

Submission will only be accepted on condition that:

- a) the Submission is signed by a person authorized to sign on behalf of the Tenderer;
- b) a Tenderer who submitted as a Joint Venture has included an acceptable Joint Venture Agreement with his Submission;
- c) the Tenderer or a competent authorized representative of the Company who submitted the Submission has attended the compulsory clarification meeting;
- d) the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;
- e) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- f) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved,

official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Submission.

- g) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Call for Expression of Interest Submission and acceptance by the following criteria:
- a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;
 - f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

Copies of Contract

The number of paper copies of the signed Contract to be provided by the Employer is ONE.

12. JOINT VENTURES

- a) Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- b) Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- c) The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorized person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- d) The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

13. CESSION

- a) Cession of payments will only be permissible to a registered financial institution in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 or an approved credit provider in terms of the National Credit Act of 2005
- b) Bidders who intend to cede their rights to payment to an institution as prescribed in 10(a) attach cession agreement with their bid proposal.

14. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
 - Take action in terms of its delegated powers; and
 - Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.
- iii) If the Department is not satisfied with the service provided by the service provider, the Department reserves the right to terminate their contract for the breach of contract and if there is any remuneration provided to the service provider for the unsatisfactory works, the Department can claim it from the service provider. If the payment is outstanding or not yet paid then payment will be withheld until breach is remedied

15. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **120 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

16. NEGOTIATIONS

Bidders should note that the department might subject the successful bidders to negotiations for fair market related prices.

17. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -0

- a) Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- b) Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- c) All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be **completed in black ink and signed by the authorized signatory.**
- d) Bid document should be returned in the provided sequence. Attachments must be in line with the index sequence of the bidder.

- e) Bidders must ensure that there are no missing or duplicated pages. LDARD shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- f) Correction fluid is not allowed; the use of correction fluid will lead to disqualification. Any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- g) Completed bid document with supporting documents shall be packaged, bound, sealed, marked, and submitted strictly as stipulated in this bid document.

18. LANGUAGE GOVERNANCE

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.

19. ENQUIRIES AND CLOSING DATE

- 16.1 Enquiries in connection with this bid should be directed Ms Kumalo L 015 294 3361 or kumaloL@agric.limpopo.gov.za and for all technical queries should be directed Ms Ravele AH (015 294 3212) or raveleah@agric.limpopo.gov.za. Bidders are encouraged to send all enquiries should be done in writing using the email provided.
- 16.2 Completed Bid documents should be delivered in sealed envelopes **marked "APPOINTMENT OF A HIGHER EDUCATION INSTITUTION FOR A PROVISION OF AN ENTREPRENEURSHIP DEVELOPMENT PROGRAMME FOR 135 UNEMPLOYED AGRICULTURAL GRADUATES YOUTH PROGRAMME IN FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD)-FOR A PERIOD OF TWENTY-FOUR MONTHS (24) - 2 YEARS"** and deposited in the Tender Box at the parking bay of Temo Towers Building in 67 Biccard Street Polokwane, on or before **03 December 2026 At 11:00**
- 16.3 The closing date of the bid is ___03 December 2026___ and the closing time is **11h00**. Bidders should ensure that their proposals are delivered timeously. **NO LATE SUBMISSIONS WILL BE ACCEPTED.**

Annexure A

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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (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.

Js General Conditions of Contract (revised July 2010)