PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**PRDP 04/2026-27**	CLOSING DATE:	**16 JULY 2026**	CLOSING TIME:	11H00
DESCRIPTION	**SUSTAINABLE LIVELIHOODS FUND CALL FOR PROPOSALS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
40 HANS VAN RENSBURG					
POLOKWANE					
0700					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MALINDA F.E**	CONTACT PERSON	
TELEPHONE NUMBER	**015 287 6000**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za	E-MAIL ADDRESS	

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 T HE 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.

LIMPOPO PROVINCIAL GOVERNMENT
OFFICE OF THE PREMIER
40 HANS VAN RENSBURG STREET
2026 -06- 11
PRIVATE BAG X9483
POLOKWANE 0700
ACQUISITION MANAGEMENT

Version 1 of 2023

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: .....

TERMS OF REFERENCE

PRDP: 04/2026-27 –SUSTAINABLE LIVELIHOODS FUND CALL FOR PROPOSALS

1. PURPOSE

1.1 The purpose of the Terms of Reference (ToR) is to outline the requirements for the call for funding proposals, which seeks to provide financial support to youth, women, and persons with disabilities. The support is for start-ups and expansion of small enterprises, and cooperatives from a minimum of **R500 000 (Five Hundred Thousand Rand)** to a maximum of **R3 000 000 (Three Million Rand) per approved project**, subject to compliance with all project requirements.

2 INTRODUCTION

2.1 The Office of the Premier has set aside funds in the 2026/2027 financial year to intensify the fight against poverty and unemployment through the **Sustainable Livelihoods Fund (SLF).** The SLF is a flagship initiative designed to demonstrate that targeted public investment can create immediate employment while building a foundation for long-term, inclusive economic growth.

2.2 The programme prioritizes labour intensive sectors, such as agriculture and agro-processing, tourism, infrastructure, the green economy, and digital industries, to accelerate job creation, create sustainable livelihoods, strengthen rural economies, and empower youth, women, and persons with disabilities.

3 DEFINITION OF TERMS

3.1 Unless the context indicates otherwise, the following terms used in this proposal shall have the following meaning:

3.1.1 **"Applicant Age"** means youth, women, and persons with disabilities who are persons from the age of 18 to 40 years by the closing date of the call for funding proposals.

3.1.2 **"Applicant"** means the entity that submits the funding proposal(s) in line with the requirements of the Sustainable Livelihoods Fund;

3.1.3 **"Sustainable Livelihoods Fund"** The SLF is a flagship initiative designed to demonstrate that targeted public investment can create immediate employment while building a foundation for long-term, inclusive economic growth

3.1.4 **"Memory Stick/USB"** means a portable data/information storage device

3.1.5 "**Office**" means the Office of the Premier Limpopo;

3.1.6 **"Preferential Procurement Regulations, 2022"** means the Preferential Procurement Regulations, 2022 issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

3.1.7 **"Project activities"** means the activities outlined in the submitted proposal.

3.1.8 **"Sustainable Livelihoods Fund"** means the funds allocated to implement the SLF.

3.1.9 **"Verification of progress"** means the process undertaken by the Office of the Premier to assess and confirm the implementation status, performance, and achievements of a funded project. Such verification may include site visits, inspections of project facilities and activities, interviews with Applicant and stakeholders, requests for presentations by the Applicant, review of supporting documentation, and physical observation of project operations and outputs.

4 ACRONYMS

4.1 EXCO : Executive Council

4.2 GCC : General Conditions of Contract for Funding agreement

4.3 LDP : Limpopo Development Plan

4.4	LPA	: Limpopo Provincial Administration
4.5	SLF	: Sustainable Livelihoods Fund
4.6	MOV	: Means of Verification
4.7	OtP	: Office of the Premier
4.8	PPPFA	: Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)
4.9	TOR	: Terms of Reference
4.10	VAT	: Value Added Tax

5 BACKGROUND

5.1 Limpopo province faces profound socio-economic challenges, including high poverty and unemployment, particularly among youth, women, and persons with disabilities.

5.2 Poverty and unemployment in Limpopo are driven by interconnected structural challenges that require an integrated development solution, rather than isolated interventions.

5.3 High Youth Unemployment, particularly those Not in Employment, Education, or Training (NEET), struggle to transition into the labour market due to limited opportunities and a lack of entrepreneurship support.

5.4 Aspiring entrepreneurs cannot access capital from formal financial institutions due to collateral and credit history requirements, stifling small business growth.

5.5 Producers (farmers, artisans), particularly in rural areas, lack connections to reliable markets, resulting in low prices and an inability to scale and sustain their businesses.

5.6 Training programmes are often misaligned with the skills demand of key growth sectors like agro-processing and construction, leaving graduates without relevant, practical skills.

5.7 Women and persons with disabilities face systemic barriers, including discrimination and limited access to resources and inclusive infrastructure, excluding them from economic participation.

5.8 The SLF is the provincial government's integrated response to address these challenges and create opportunities, enabling communities to participate meaningfully

in the economy and aligning with national and provincial frameworks for inclusive growth, job creation, and rural development.

6 SECTION A: BUSINESS CASE

6.1 OBJECTIVE AND SOLUTION

6.1.1 **Goal:** To promote inclusive and sustainable livelihoods through enterprise development, skills training, and enhanced economic participation.

6.1.2 **Strategic Objectives:**

6.1.2.1 Create sustainable livelihood and employment opportunities.

6.1.2.2 Promote entrepreneurship and establish new small enterprises and cooperatives.

6.1.2.3 Strengthen local value chains and increase household income.

6.1.2.4 Improve financial inclusion and enhance market access for emerging businesses.

6.1.2.5 Improve rural socio-economic development.

7 SECTION B: APPLICANT PROFILE(S)

7.1 COMPANY PROFILE

7.1.1 Applicants should furnish the following details about themselves in the proposal in line with the format:

1. **To:** *(Office of the Premier, Limpopo Province)*
2. **From: (***Applicant's Business Name, Project Name and Physical Address)*
3. **Contact Person:** (Full Names)
4. **Title:** *(e.g. Director / Shareholder, etc.)*
5. **Date:**
6. **Phone:**
7. **Email:**
8. **Subject:** Funding Proposal (Specify Focus Area)
9. Executive Summary
10. Context and Need (Problem Statement)
11. Project Objectives
12. Scope of Work and Implementation Plan

13. Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)
14. Budget Estimate (with a detailed budget breakdown).
15. Sustainability Plan
16. Conclusion

7.2 Proposals must not exceed 10 pages, excluding annexures such as compliance documents and images

7.3. An Applicant is allowed to apply for more than one focus area and more that one core activities within a focus area

8 SECTION C: TERMS AND CONDITIONS

8.1 GENERAL TERMS AND CONDITIONS SPECIFIC TO THIS CALL FOR PROPOSAL

8.1.1 The terms and conditions specified in this call for proposal terms of reference must be read in conjunction with the General Conditions of the contract (GCC) and the funding agreement, which form an integral part of this call for proposal. Prospective Applicants will be well-advised to familiarize themselves with the Preferential Procurement Regulations, 2022.

8.2 OFFICIAL SUPPLY CHAIN MANAGEMENT DOCUMENTS AND FORMS

8.2.1 An Applicant must complete all relevant official proposal forms/documents issued by the Office of the Premier and submit them as part of the proposal.

8.2.2 Each proposal must be submitted in one (01) hard copy and may also submit one (01) soft copy (Memory Stick/USB).

8.2.3 All documents, including Memory Stick/USBs, submitted in response to this call for funding proposal will become the property of the Office unless an Applicant expressly indicates otherwise. Intellectual property rights contained in the information in the proposal, which has been indicated as such, shall remain vested in the Applicant. Any confidential information which the Office of the Premier must respect must be indicated

expressly as such for non-disclosure purposes.

8.3 VALIDITY PERIOD OF PROPOSALS

8.3.1 Proposals shall be valid for a period of 90 days, calculated from the closing date of this call for funding proposal(s).

8.3.2 In addition, all prices quoted in a proposal pertaining to project activities must remain valid and firm for the period of the funding agreement.

8.4 FOCUS AREAS FOR THE CALL FOR FUNDING PROPOSALS

The submitted call for proposals should align with the following core activities within the focus areas as outlined below:

8.4.1 FOCUS AREA 1: AGRICULTURE AND AGRO-PROCESSING

Core Activities:

8.4.1.1 Rehabilitation, establishment and operationalization of irrigation schemes.

8.4.1.2 Establishment of an agro-processing facility.

8.4.1.3 Creation of food packaging and distribution centres to link smallholder farmers to institutional markets and retail supply chains.

8.4.1.4 Provision of mechanization services (tractor and farming equipment hire schemes) for cultivation processes.

8.4.1.5 Provision of agricultural inputs to improve production capacity.

8.4.1.6 Capacity building for the unemployed graduates in agriculture and agro-processing to prepare them for employment.

8.4.2 FOCUS AREA 2: INFRASTRUCTURE REPAIRS, DEVELOPMENT AND PROMOTE RURAL ACCESSIBILITY

Core Activities:

8.4.2.1 Rehabilitation, repair, maintenance and minor upgrades of facilities/buildings.

8.4.2.2 Rehabilitation, repair, maintenance and minor upgrades of roads and bridges.

8.4.2.3 Provision of mechanisation services and inputs for construction and maintenance.

8.4.2.4 Operations and safeguarding of water infrastructure (community boreholes) in rural areas.

8.4.2.5 Establish and expand local manufacturing initiatives.

8.4.2.6 Capacity for graduates in the Built Environment and construction to prepare them for employment.

8.4.3 FOCUS AREA 3: TOURISM AND CREATIVE INDUSTRIES

Core Activities:

8.4.3.1 Establishment and expansion of businesses within the tourism, creative industries, and heritage economy.

8.4.3.2 Establishing community craft production and retail centres to aggregate, add value to, and market local artisan products.

8.4.3.3 Upgrading basic tourism infrastructure at key heritage and cultural sites.

8.4.3.4 Capacity building for graduates in Tourism, Creative Industries, and Hospitality to prepare them for employment.

8.4.4 FOCUS AREA 4: ENVIRONMENT AND GREEN ECONOMY

Core Activities:

8.4.4.1 Develop community-owned waste recycling and buy-back centres to formalize the waste economy.

8.4.4.2 Promote rural initiatives focused on the clearing of invasive alien plants and the cleaning of polluted rivers to reduce contamination, improve water security, and minimise wildfire risk, while creating biomass for potential energy generation.

8.4.4.3 Establishment of community nurseries for indigenous trees and plants, linked to reforestation and land restoration projects.

8.4.4.4 Implementing soil erosion control measures (e.g., gabions, revegetation) to protect agricultural land and water infrastructure.

8.4.4.5 Capacity building for graduates in Environmental Management and Green Economy to prepare them for employment.

8.4.5 FOCUS AREA 5: DIGITAL INDUSTRIES

Core Activities:

8.4.5.1 Establish digital support services to support e-school learning, tutoring, content creation and marketing.

8.4.5.2 Establishing a network of public digital service centres and innovation hubs equipped with high-speed internet, co-working spaces, and modern technology.

8.4.5.3 Capacity building of graduates in ICT and digital-related services to prepare them for employment.

8.5 PROJECT ACTIVITIES, DURATION AND BUDGET

8.5.1 Specific activities to be carried out during the rollout of the SLF:

Table 1

Phases	Payment %	Timelines
Phase 1: a. Signature of this Funding Agreement by both parties; b. Submission of all required compliance documents; and c. Approval of the implementation plan by the Office.	**40%**	Within 14 working days from being informed of appointment as Applicant.
Phase 2: a. The Applicant has submitted the progress report in line with the approved implementation plan; b. Verification of progress report have been conducted by the Office of the Premier; and	**40%**	Within 30 working days after the Applicant has achieved at least eighty percent (80%) of Phase 1 and verification of progress has been conducted

c. The Applicant has achieved at least eighty percent (80%) of the agreed performance indicators, milestones, outputs, and deliverables for Phase 1.		by Office of the Premier
Phase 3: Retention disbursement based on- a) Applicant progress report and verification of progress report by the Office of the Premier. b) The Applicant has achieved at least eighty percent (80%) of the agreed performance indicators, milestones, outputs, and deliverables for Phase 2.	**20%**	Within 30 working days after the Applicant has achieved at least eighty percent (80%) of Phase 2 and verification of progress has been conducted by Office of the Premier
Phase 4: Financial year close-out report	**0%**	
TOTAL DISBURSED	**100%**	

8.6 **REPORTING**

8.6.1 The appointed Applicant shall report to the Office of the Premier. The Applicant shall be expected to provide regular reports to the Office on the set key deliverables in the Project activities as indicated on the accepted implementation plan and Funding agreement.

8.7 **FUNDING AGREEMENT**

Proposal Acceptance

8.7.1 The preferred proposal will be accepted on the condition that the preferred Applicants sign a funding agreement prepared by the Office within seven (7) days of the conditional award, pending the screening of the Applicant.

8.7.2 The agreement or any part thereof shall not be subcontracted or sublet by the Applicant to any other party within the duration of the project.

8.7.3 Variations and amendments to the funding agreement shall be valid only if they are done in writing and by mutual consent of the Parties.

8.8 PRICING AND PRICE SCHEDULES

8.8.1 The Applicant must submit a signed cost breakdown/s, which must indicate in detail the price per product or Project activities, and per focus area to ensure that the total cost is provided for the project. All costs related to the project must be added to indicate the total cost of the project.

8.8.2 The Applicant must prepare a cost breakdown indicating cost per phase, including operational costs.

8.8.3 All prices must be in South African currency and must include Value Added Tax (VAT) for entities registered for VAT.

8.8.4 All prices should remain firm for the funding agreement duration. It is the responsibility of the Applicant to consider all costs and all possible escalations when compiling proposal prices. Once the proposal is awarded, no request for price escalation will be entertained, regardless of the reasons for such a request.

8.8.5 **Failure to comply with this requirement will result in the disqualification of the proposal**.

8.9 PROJECT ACTIVITIES

8.9.1 The Applicant will be responsible for executing the project that has been awarded.

8.10 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

8.10.1 The Applicant shall always during the continuance of this funding agreement use their best endeavours to ensure that no action is taken by themselves, their personnel, agents, and sub-contractors which could or might result in or give rise to the existence of conditions which are prejudicial to or are in conflict with the best interests of the Limpopo Provincial Administration.

8.11 SPECIAL CONDITIONS OF THIS CALL FOR PROPOSAL

8.11.1 Applicant's own terms and conditions or qualification of proposal

8.11.1.1 This document contains the terms and conditions of the project, and Applicants must not regenerate their own terms and conditions. If an Applicant does not comply to the requirements, the proposal will be disqualified.

8.11.2 The successful Applicant must–

8.11.2.1 comply with all the terms of reference outlined in this call for proposal.

8.11.2.2 comply with all applicable legislation, accreditation requirements and best practices applicable to the project.

8.11.2.3 use and adopt reasonable labour-intensive methodologies in executing the project.

8.11.2.4 monitor project implementation against set targets, costs and timeframes.

8.11.2.5 provide the Project activities with all due care, skill and diligence.

8.11.2.6 submit one (1) signed report to the Office for each phase.

8.11.2.7 create direct and indirect job opportunities.

8.11.2.8 permit the necessary inspections, audits and monitoring visits by authorized personnel.

8.11.2.9 submit performance reports according to requirements of the funding agreement.

8.11.2.10 appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the Applicant.

8.11.2.11 immediately notifies the Office of any material change affecting the Project implementation.

8.11.2.12 ensure that the Applicant does not, in the process of fulfilling obligations in terms of the contract, use any labour or intellectual capacity of any employee of the state, including employees of the Office, for remunerative purposes, unless such employee has the necessary written authorisation.

8.12 **RESERVATION:**

8.12.1 **The Office reserves the right to –**

8.12.1.1 invite Applicants to make presentations regarding any aspect (s) of the proposal.

8.12.1.2 request further information or document(s) from any Applicant after closing date.

8.12.1.3 verify information and documentation of any Applicant.

8.12.1.4 carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Project activities offered by the Applicant(s), before, during or after adjudication of the Proposal.

8.12.1.5 not to make an award.

8.12.1.6 cancel and/ or terminate the call for proposal process at any stage, including after the closing date and/or after presentations have been made.

8.12.1.7 proposal have been evaluated and /or after the preferred Applicant(s) have been notified of their status as such.

8.12.1.8 appoint a third party to evaluate the Applicant's compliance with any aspect of this funding agreement.

8.12.1.9 Screen all successful Applicants.

8.13 **PAYMENT CONDITIONS**

8.13.1 All applicants must ensure that their companies/entities are registered on the Central Suppliers Data Base.

8.13.2 No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute.

8.13.3 The Office will pay the Applicant 40% within fourteen (14) days of the successful Applicant signing the Funding Agreement;

8.13.4 Followed by 40% payment upon the Applicant having submitted the progress report in line with the approved implementation plan, verification of progress report have been conducted by the Office of the Premier and the Applicant has achieved at least eighty percent (80%) of the agreed performance indicators, milestones, outputs, and deliverables for Phase; and

8.13.5 The last 20% payment will be made upon Applicant progress report and verification of

progress report by the Office of the Premier and the Applicant has achieved at least eighty percent (80%) of the agreed performance indicators, milestones, outputs, and deliverables for Phase 2 by the Office of the Premier.

8.14 **Payment is —**

8.14.1 subject to the satisfactory discharge of all obligations by the Applicant and delivery of the project activities in terms of the funding agreement.

8.14.2 The Office will not make payment to the Applicant in the event the Applicant fails to satisfactorily perform any of its obligations in terms of the funding agreement; and

8.14.3 Payment is fixed for the duration of the funding agreement, and the Applicant may under no circumstances approach or request the Office for an increase of funds.

8.14.4 Payments will be made by an electronic transfer into the Applicant's bank account as appearing on the Central Suppliers Data Base (CSD).

8.15 **BREACH AND REMEDIAL ACTION**

8.15.1 The Office of the Premier may suspend, terminate, or recover funds where the Applicant:

8.15.1.1 Misappropriate funds;

8.15.1.2 Provides false information;

8.15.1.3 Fails to achieve performance requirements;

8.15.1.4 Fails to achieve the minimum 80% performance threshold; or

8.15.1.5 Breaches any provision of the Agreement.

8.16 **RECOVERY OF FUNDS**

8.16.1 Any funds found to have been misappropriated, irregularly spent, or not utilised for the intended purpose shall be recoverable by the Office of the Premier, together with any applicable legal costs.

8.17 **AVAILABILITY OF FUNDS**

8.17.1 Should funds no longer be available to pay for the execution of the Project activities, the Office may terminate this Agreement in its own discretion or temporarily suspend

all or part of Project activities by notice to the Applicants, which shall immediately make arrangements to stop the performance of the Project activities and minimize further expenditure: provided that the Applicant shall thereupon be entitled to payment in full for the Project activities delivered, up to the date of cancellation.

8.18 **COSTS INCURRED BY APPLICANT**

8.18.1 The Office will not be responsible for or pay any expenses or losses which may be incurred by the Applicants in the preparation, submission or presentation of its proposal.

8.19 **PROPOSAL BINDING UPON APPLICANT**

8.19.1 All written information, warranties and representations made by or on behalf of the Applicant before the conclusion of the funding agreement are binding upon the Applicants and are deemed to have induced the Office to award the funding to the Applicant. The Office's rights in terms of this clause are in addition and without prejudice to any other rights, it may have in terms of the funding agreement or the law.

8.20 **LIABILITY**

8.20.1 The Applicant is responsible and liable for-

8.20.1.1 the conduct, acts and omissions of its employees and the Applicant's agents or representatives. The Applicant indemnifies the Office against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and

8.20.1.2 injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this Funding Agreement or statutory duty by the Applicant or the Applicant's employees, agents or representatives. Under such circumstances, the Applicant must, at its own expense, make good the loss or damage on demand.

8.21 **WARRANTIES AND REPRESENTATIONS**

8.22 The Applicant warrants that-

8.22.1 the Applicant has the capacity to render the Project activities as specified.

8.22.2 on delivery of the Project activities, the Project activities will be suitable for the purpose stipulated in the project implementation plan.

8.22.3 the Project activities will comply with these terms of reference. Any unilateral departure by the Applicant from such term of reference is breach of this funding agreement.

8.22.4 no fact or circumstances exist that may materially affect its capacity to perform its obligations under this funding agreement.

8.22.5 the Applicant will not use any labour or intellectual capacity of any employee of the State, (including the Office) for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be hand-delivered to the Office of the Premier.

8.22.6 it is the owner of, or has a good title to all Project activities delivered in terms of this funding agreement and

8.22.7 it shall at all times have and comply with all legal requirements and with the terms and conditions of all necessary licences, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the delivery of Project activities.

8.23 **TERMINATION**

8.23.1 This Agreement may be terminated by written notice if:

8.23.1.1 the Applicant abandons the Project;

8.23.1.2 misuse the funding;

8.23.1.3 commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under the funding agreement, including providing false information;

8.23.1.4 breaches the funding agreement twice during the agreement period;

8.23.1.5 fails to achieve the minimum of 80% performance threshold;

8.23.1.6 becomes insolvent; or

8.23.1.7 The Office of the Premier determines that continuation of funding is no longer in the public interest.

8.24 PRECEDENCE

8.24.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

8.25 BRIEFING SESSION

8.25.1 There will be non-compulsory briefing session for this project.

8.26 SUBMISSION OF PROPOSALS

8.26.1 Proposal documents should be deposited in the tender box situated at the premises of the Office of the Premier, Limpopo at 40 Hans van Rensburg Street, Polokwane, before or on the closing date and time as specified in the e-Tender Portal. All proposals, when they are submitted, must be sealed and must bear the official proposal number as well as the title of this request for proposals on the outside.

8.26.2 This request for proposals document contains confidential information regarding the Limpopo Provincial Administration. This information has been provided to furnish potential Applicants with the data necessary to provide a holistic response. Non-public information received by any party in connection with the engagement described in this document must be treated as confidential. No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of the Office of the Premier. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this proposal is strictly prohibited. References to the Limpopo Provincial Administration must not be made in any literature, promotional material, brochures or sales presentations without the express written consent of the Office of the Premier.

8.26.3 Applicants may submit a completed and signed SBD 1 Form and initial each page of the whole Bid document.

8.26.4 Applicants must submit a proposal in line with format below:

FORMAT OF COMPILING THE PROPOSAL

1. **To:** *(Office of the Premier, Limpopo Province)*
2. **From:** (*Applicant's Business Name, Project Name and Physical Address)*
3. **Contact Person:** (Full Names)
4. **Title:** *(e.g. Director / Shareholder, etc.)*
5. **Date:**
6. **Phone:**
7. **Email:**
8. **Subject:** Funding Proposal (Specify Focus Area)
9. Executive Summary
10. Context and Need (Problem Statement)
11. Project Objectives
12. Scope of Work and Implementation Plan
13. Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)
14. Budget Estimate (with a detailed budget breakdown).
15. Sustainability Plan
16. Conclusion

9 EVALUATION AND SELECTION CRITERIA

9.1 The Office has set minimum standards (Gates) that an Applicant needs to meet in order to be evaluated and selected as a successful Applicant. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	**Technical Evaluation Criteria (Gate1)**
Applicants must submit all required documents. Applicants aged 18 to 40 by the funding proposal closing date. Only Applicants who comply with ALL these criteria will proceed to	Applicant(s) are required to achieve a minimum of 80 points out of 100 points to proceed to be awarded funding.

Gate 1.	

9.2 Gate 0: Pre-qualification Criteria

Without limiting the generality of the Office's other critical requirements for this Proposal, Applicant(s) must submit the documents listed in **Table 2** below. All documents must be completed and signed by the duly authorized representative of the Prospective Applicant(s). During this phase, Applicants' responses will be evaluated based on compliance with the listed administration and mandatory proposal requirements. The Applicant(s) proposal may be disqualified for non-submission of any of the documents:

Table 2: Documents that must be submitted for Pre-qualification.

Documents that must be submitted	**Non-submission may result in disqualification.**	
Original Proposal Document	YES	Duly completed and signed.
Completed and signed SBD 1 Form and initial each page of the whole Bid document	NO	Duly completed, signed and initialled each page.
Proposal in soft copy	NO	Proposal on a soft copy (memory stick/USB)
Person Identification Document (ID)	YES	Copy of ID
Project Budget Breakdown	YES	Project Budget breakdown included in the proposal.
All directors of the entity must be between 18 and 40 years by the closing date of the call for proposal.	YES	Copy of ID for the entity director(s)

9.3 Gate 1: Technical Evaluation Criteria = 100 points

9.3.1 All Applicants are required to respond to the technical evaluation criteria.

Only Applicants that have met the Pre-Qualification Criteria will be evaluated in Gate 1 for functionality. Functionality will be evaluated:

9.3.2 In accordance with the Evaluation Criteria for technical functionality listed in Annexure A

9.3.3 Out of 100 points, Applicants are required to achieve a minimum threshold of 80 points to be awarded funding.

9.3.4 As part of due diligence, the Office may conduct a site visit at the Applicant's place of business to verify the existence of the physical project site (as per the physical address provided by the Applicant in the proposal). The choice of the site visit will be at the Office's sole discretion.

10 REQUESTS FOR ADDITIONAL INFORMATION

10.1 For purposes of audit of the proposal process, any request by an Applicant for additional information or clarification must be submitted 7 working days before the closing date of the proposal in writing. Queries may be directed to the following e-mail address: tenders@premier.limpopo.gov.za

10.2 No telephonic or physical contacts with the officials shall be entertained.

10.3 During the proposal evaluation process, additional information or clarifications may be sought by the Office. For this purpose, an Applicant must provide contact details. Written responses to requests for such information or clarification must be provided within 2 working days. Failure to supply the information within the required timeframe, the proposal may be disqualified.

ANNEXURE A

SUSTAINABLE LIVELIHOODS CALL FOR FUNDING PROPOSAL EVALUATION CRITERIA

FOCUS AREA 1: AGRICULTURE AND AGRO-PROCESSING

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		**100**	
1.	**Existence Enterprise / Cooperative project site in Limpopo Province**		**30**	
i)	*No existence of Enterprise / Cooperative project site in Limpopo Province*		*0*	
ii)	*Existence of Enterprise / Cooperative project site in Limpopo Province*	*Provide proof of existing Enterprise / Cooperative project site in Limpopo Province (letter from traditional council / valid signed Lease agreement for the Enterprise / Cooperative / Municipal rates Bill / Permission to Occupy (PTO) / Signed and/ or Stamped letter or document of availability of project site upon being funded by the Office / or any other provable Means of verification.* ***Affidavits are not allowed.*** *(NB: Evidence will be*	*30*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
		verified)		
2.	**Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative**		***10***	
i)	*No registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Unverified registration documents.*	*0*	
ii)	*Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Copy of company registration documents.* ***100% of shareholding or directorship should be women, youth and persons with disability 18 - 40 years old.*** *(NB: The authenticity of the registration documents will be verified)*	*10*	
3.	**Business Bank Account**		***5***	
i)	*No Business Bank Account*		*0*	
ii)	*Existence of Business Bank Account*	*Proof of Bank Business Account (letter from the bank)* *(NB: Evidence will be verified)*	*5*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
4.	**Applicant/s age group (18-40 Years) Persons with disabilities**		**5**	
i)	*Below 18 years and above* 40 years of *Persons with disabilities*		*0*	
ii)	*18 - 40 Years of Persons with disabilities*	*Attached ID copies Applicant should be 18 or 40 years old by the closing date.* *Added advantage will be persons with disabilities (Attach Doctor's certificate* ***for permanent disability)***	*5*	
5.	**Alignment of the Proposal to the provided format**		**10**	
i)	*No alignment*		*0*	
ii)	*80% (responded to 13 out of 16 subtitles in the format)*	*The submitted proposal.* *(NB: Evidence will be verified)*	*8*	
iii)	*100% (responded to 16 out of 16 subtitles in the format)*		*10*	
6.	***Project has an opportunity for direct and indirect Job Creation***		***20***	
i)	*Direct Job opportunities during the funding period*	*Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)* ***The type and number of jobs should be clearly indicated in the proposals.***	*10*	
ii)	*Indirect Job opportunities during the funding period*			
iii)	*Direct and indirect Job opportunities during the funding period*		*20*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
		(NB: Evidence will be verified)		
7.	***Readiness to execute***		***20***	
i)	*Not feasible to commence execution of the project within 3 Months upon receipt of* awarded *funds*		*0*	
ii)	*Feasible to commence with the execution of the project within 3 Months upon receipt of* awarded *funds*	*The Scope of Work and Implementation Plan in the submitted proposal.* *(NB: Evidence will be verified)*	*20*	
TOTAL-FUNCTIONALITY*			**100**	

*** Applicants are required to achieve a minimum threshold of 80 points to proceed to evidence verification and consideration for award by the Office of the Premier.**

*** Projects above the threshold will be funded within the maximum threshold of R3 Million.**

***Attach relevant certification/authorization where applicable**

FOCUS AREA 2: INFRASTRUCTURE REPAIRS, DEVELOPMENT AND PROMOTE RURAL ACCESSIBILITY

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		**100**	
1.	**Existence Enterprise / Cooperative project site in Limpopo Province**		**30**	
i)	*No existence of Enterprise / Cooperative project site in Limpopo Province*		*0*	
ii)	*Existence of Enterprise / Cooperative project site in Limpopo Province*	*Provide proof of existing Enterprise / Cooperative project site in Limpopo Province (letter from traditional council / valid signed Lease agreement for the Enterprise / Cooperative / Municipal rates Bill / Permission to Occupy (PTO) / Signed and/ or Stamped letter or document of availability of project site upon being funded by the Office / or any other provable Means of verification.* ***Affidavits are not allowed.*** *(NB: Evidence will be verified)*	*30*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
2.	**Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative**		***10***	
i)	*No registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Unverified registration documents.*	*0*	
ii)	*Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Copy of company registration documents.* ***100% of shareholding or directorship should be women, youth and persons with disability 18 - 40 years old.*** *(NB: The authenticity of the registration documents will be verified)*	*10*	
3.	**Business Bank Account**		***5***	
i)	*No Business Bank Account*		*0*	
ii)	*Existence of Business Bank Account*	*Proof of Bank Business Account (letter from the bank)* *(NB: Evidence will be verified)*	*5*	
4.	**Applicant/s age group (18-40 Years) Persons with disabilities**		***5***	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
i)	*Below 18 years and above 40 years of Persons with disabilities*		*0*	
ii)	*18 - 40 Years of Persons with disabilities*	*Attached ID copies Applicant should be 18 or 40 years old by the closing date.* *Added advantage will be persons with disabilities (Attach Doctor's certificate* ***for permanent disability)***	*5*	
5.	**Alignment of the Proposal to the provided format**		**10**	
i)	*No alignment*		*0*	
ii)	*80% (responded to 13 out of 16 subtitles in the format)*	*The submitted proposal.* *(NB: Evidence will be verified)*	*8*	
iii)	*100% (responded to 16 out of 16 subtitles in the format)*		*10*	
6.	***Project has an opportunity for direct and indirect Job Creation***		***20***	
i)	*Direct Job opportunities during the funding period*	*Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)* ***The type and number of jobs should be clearly indicated in the proposals.*** *(NB: Evidence will be*	*10*	
ii)	*Indirect Job opportunities during the funding period*			
iii)	*Direct and indirect Job opportunities during the funding period*		*20*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
		verified)		
7.	***Readiness to execute***		***20***	
i)	*Not feasible to commence execution of the project within 3 Months upon receipt of* awarded *funds*		*0*	
ii)	*Feasible to commence with the execution of the project within 3 Months upon receipt of* awarded *funds*	*The Scope of Work and Implementation Plan in the submitted proposal.* *(NB: Evidence will be verified)*	*20*	
TOTAL-FUNCTIONALITY*			**100**	

*** Applicants are required to achieve a minimum threshold of 80 points to proceed to evidence verification and consideration for award by the Office of the Premier.**

*** Projects above the threshold will be funded within the maximum threshold of R3 Million.**

***Attach relevant certification/authorization where applicable.**

FOCUS AREA 3: TOURISM AND CREATIVE INDUSTRIES

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		100	
1.	**Existence Enterprise / Cooperative project site in Limpopo Province**		**30**	
i)	*No existence of Enterprise / Cooperative project site in Limpopo Province*		*0*	
ii)	*Existence of Enterprise / Cooperative project site in Limpopo Province*	*Provide proof of existing Enterprise / Cooperative project site in Limpopo Province (letter from traditional council / valid signed Lease agreement for the Enterprise / Cooperative / Municipal rates Bill / Permission to Occupy (PTO) / Signed and/ or Stamped letter or document of availability of project site upon being funded by the Office / or any other provable Means of verification.* ***Affidavits are not allowed.*** *(NB: Evidence will be verified)*	*30*	
2.	**Registration with Companies and**		***10***	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative			
i)	*No registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Unverified registration documents.*	*0*	
ii)	*Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Copy of company registration documents.* ***100% of shareholding or directorship should be women, youth and persons with disability 18 - 40 years old.*** *(NB: The authenticity of the registration documents will be verified)*	*10*	
3.	**Business Bank Account**		*5*	
i)	*No Business Bank Account*		*0*	
ii)	*Existence of Business Bank Account*	*Proof of Bank Business Account (letter from the bank)* *(NB: Evidence will be verified)*	*5*	
4.	**Applicant/s age group (18-40 Years) Persons with disabilities**		*5*	
i)	*Below 18 years and above*		*0*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	40 years of *Persons with disabilities*			
ii)	*18 - 40 Years of Persons with disabilities*	*Attached ID copies Applicant should be 18 or 40 years old by the closing date.* *Added advantage will be persons with disabilities (Attach Doctor's certificate* ***for permanent disability)***	*5*	
5.	**Alignment of the Proposal to the provided format**		**10**	
i)	*No alignment*		*0*	
ii)	*80% (responded to 13 out of 16 subtitles in the format)*	*The submitted proposal.* *(NB: Evidence will be verified)*	*8*	
iii)	*100% (responded to 16 out of 16 subtitles in the format)*		*10*	
6.	***Project has an opportunity for direct and indirect Job Creation***		***20***	
i)	*Direct Job opportunities during the funding period*	*Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)* ***The type and number of jobs should be clearly indicated in the proposals.*** *(NB: Evidence will be verified)*	*10*	
ii)	*Indirect Job opportunities during the funding period*			
iii)	*Direct and indirect Job opportunities during the funding period*		*20*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
7.	***Readiness to execute***		***20***	
i)	*Not feasible to commence execution of the project within 3 Months upon receipt of* awarded *funds*		*0*	
ii)	*Feasible to commence with the execution of the project within 3 Months upon receipt of* awarded *funds*	*The Scope of Work and Implementation Plan in the submitted proposal.* *(NB: Evidence will be verified)*	*20*	
TOTAL-FUNCTIONALITY*			**100**	

*** Applicants are required to achieve a minimum threshold of 80 points to proceed to evidence verification and consideration for award by the Office of the Premier.**

*** Projects above the threshold will be funded within the maximum threshold of R3 Million..**

***Attach relevant certification/authorization where applicable**

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FOCUS AREA 4: ENVIRONMENT AND GREEN ECONOMY				
Folio no.	**Criteria**	**Means of Verification (Evidence)**	**Weights**	**Score**
	FUNCTIONALITY		**100**	
1.	**Existence Enterprise / Cooperative project site in Limpopo Province**		**30**	
i)	*No existence of Enterprise / Cooperative project site in Limpopo Province*		*0*	
ii)	*Existence of Enterprise / Cooperative project site in Limpopo Province*	*Provide proof of existing Enterprise / Cooperative project site in Limpopo Province (letter from traditional council / valid signed Lease agreement for the Enterprise / Cooperative / Municipal rates Bill / Permission to Occupy (PTO) / Signed and/ or Stamped letter or document of availability of project site upon being funded by the Office / or any other provable Means of verification.* ***Affidavits are not allowed.*** *(NB: Evidence will be verified)*	*30*	
2.	**Registration with Companies and Intellectual Property Commission (CIPC) as a Private**		***10***	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	Company (Pty) LTD or a Cooperative			
i)	*No registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Unverified registration documents.*	*0*	
ii)	*Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Copy of company registration documents.* ***100% of shareholding or directorship should be women, youth and persons with disability 18 - 40 years old.*** *(NB: The authenticity of the registration documents will be verified)*	*10*	
3.	**Business Bank Account**		***5***	
i)	*No Business Bank Account*		*0*	
ii)	*Existence of Business Bank Account*	*Proof of Bank Business Account (letter from the bank)* *(NB: Evidence will be verified)*	*5*	
4.	**Applicant/s age group (18-40 Years) Persons with disabilities**		***5***	
i)	*Below 18 years and above* 40 years of *Persons with disabilities*		*0*	
ii)	*18 - 40 Years of*	*Attached ID copies*	*5*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	Persons with disabilities	*Applicant should be 18 or 40 years old by the closing date.* *Added advantage will be persons with disabilities (Attach Doctor's certificate* ***for permanent disability)***		
5.	**Alignment of the Proposal to the provided format**		**10**	
i)	*No alignment*		*0*	
ii)	*80% (responded to 13 out of 16 subtitles in the format)*	*The submitted proposal.* *(NB: Evidence will be verified)*	*8*	
iii)	*100% (responded to 16 out of 16 subtitles in the format)*		*10*	
6.	***Project has an opportunity for direct and indirect Job Creation***		***20***	
i)	*Direct Job opportunities during the funding period*	*Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately)* ***The type and number of jobs should be clearly indicated in the proposals.*** *(NB: Evidence will be verified)*	*10*	
ii)	*Indirect Job opportunities during the funding period*			
iii)	*Direct and indirect Job opportunities during the funding period*		*20*	
7.	***Readiness to execute***		***20***	
i)	*Not feasible to commence*		*0*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	execution of the project within 3 Months upon receipt of awarded *funds*			
ii)	*Feasible to commence with the execution of the project within 3 Months upon receipt of* awarded *funds*	*The Scope of Work and Implementation Plan in the submitted proposal.* *(NB: Evidence will be verified)*	*20*	
TOTAL-FUNCTIONALITY*			**100**	

*** Applicants are required to achieve a minimum threshold of 80 points to proceed to evidence verification and consideration for award by the Office of the Premier.**

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***Attach relevant certification/authorization where applicable**

FOCUS AREA 5: DIGITAL INDUSTRIES

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		**100**	
1.	**Existence Enterprise / Cooperative project site in Limpopo Province**		**30**	
i)	*No existence of Enterprise / Cooperative project site in Limpopo Province*		*0*	
ii)	*Existence of Enterprise / Cooperative project site in Limpopo Province*	*Provide proof of existing Enterprise / Cooperative project site in Limpopo Province (letter from traditional council / valid signed Lease agreement for the Enterprise / Cooperative / Municipal rates Bill / Permission to Occupy (PTO) / Signed and/ or Stamped letter or document of availability of project site upon being funded by the Office / or any other provable Means of verification.* ***Affidavits are not allowed.*** *(NB: Evidence will be verified)*	*30*	
2.	**Registration with Companies and Intellectual Property Commission (CIPC) as a Private**		***10***	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	Company (Pty) LTD or a Cooperative			
i)	*No registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Unverified registration documents.*	*0*	
ii)	*Registration with Companies and Intellectual Property Commission (CIPC) as a Private Company (Pty) LTD or a Cooperative*	*Copy of company registration documents.* ***100% of shareholding or directorship should be women, youth and persons with disability 18 - 40 years old.*** *(NB: The authenticity of the registration documents will be verified)*	*10*	
3.	**Business Bank Account**		***5***	
i)	*No Business Bank Account*		*0*	
ii)	*Existence of Business Bank Account*	*Proof of Bank Business Account (letter from the bank)* *(NB: Evidence will be verified)*	*5*	
4.	**Applicant/s age group (18-40 Years) Persons with disabilities**		***5***	
i)	*Below 18 years and above* 40 years of *Persons with disabilities*		*0*	
ii)	*18 - 40 Years of*	*Attached ID copies*	*5*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	Persons with disabilities	*Applicant should be 18 or 40 years old by the closing date.* *Added advantage will be persons with disabilities (Attach Doctor's certificate* ***for permanent disability)***		
5.	**Alignment of the Proposal to the provided format**		**10**	
i)	*No alignment*		*0*	
ii)	*80% (responded to 13 out of 16 subtitles in the format)*	*The submitted proposal.* *(NB: Evidence will be verified)*	*8*	
iii)	*100% (responded to 16 out of 16 subtitles in the format)*		*10*	
6.	***Project has an opportunity for direct and indirect Job Creation***		***20***	
i)	*Direct Job opportunities during the funding period*	*Expected Results (Provide information on the number of direct and/or indirect jobs created, indicating each category separately).* ***The type and number of jobs should be clearly indicated in the proposals.*** *(NB: Evidence will be verified)*	*10*	
ii)	*Indirect Job opportunities during the funding period*			
iii)	*Direct and indirect Job opportunities during the funding period*		*20*	
7.	***Readiness to execute***		***20***	
i)	*Not feasible to commence*		*0*	

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	execution of the project within 3 Months upon receipt of awarded *funds*			
ii)	*Feasible to commence with the execution of the project within 3 Months upon receipt of* awarded *funds*	*The Scope of Work and Implementation Plan in the submitted proposal.* *(NB: Evidence will be verified)*	*20*	
TOTAL-FUNCTIONALITY*			**100**	

*** Applicants are required to achieve a minimum threshold of 80 points to proceed to evidence verification and consideration for award by the Office of the Premier.**

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***Attach relevant certification/authorization where applicable**

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 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.