



NATIONAL YOUTH DEVELOPMENT AGENCY  
OUR YOUTH. OUR FUTURE.

**DESCRIPTION:** TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS WITH CAPACITY TO PROVIDE BUSINESS SUPPORT SERVICES IN EACH PROVINCE ON THE NYDA VOUCHER PROGRAMME FOR THE PERIOD OF THREE (3) YEARS

**TENDER NUMBER:** RFP2022/03/NYDA

NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA)  
54 MAXWELL DRIVE  
WOODMEAD  
2191

Contact Name: Mr. Mlungisi Xulu  
Email: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za)

**Name of Tenderer:**

.....  
.....

**This tender closes at 11:00 am on the 27<sup>th</sup> of September 2022 at the offices of the NYDA Head Office, 54 MAXWELL DRIVE, WOODMEAD, 2191**

**LATE SUBMISSIONS WILL NOT BE ACCEPTED BY THE NYDA**

<b>CONTENTS</b>	<b>PAGE NO</b>
A TENDER NOTICE AND INVITATION TO TENDER	3
B NYDA BACKGROUND AND INTRODUCTION	6
C CONDITIONS OF BID AND CONTRACT	7
D PROCUREMENT TIMELINES	9
E TERMS OF REFERENCE, EVALUATION CRITERIA AND PRICE SCHEDULE & INSTRUCTION	10
F DECLARATION OF INTEREST – SBD 4	40
G PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	42
<b>Appendix A</b>	
GENERAL CONDITIONS OF CONTRACT	47

## A. TENDER NOTICE AND INVITATION TO TENDER

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS WITH CAPACITY TO PROVIDE BUSINESS SUPPORT SERVICES IN EACH PROVINCE ON THE NYDA VOUCHER PROGRAMME FOR THE PERIOD OF THREE (3) YEARS.**

The National Youth Development Agency invites service providers for the appointment of a panel of service providers who have the capacity to provide business support services in each of the nine (9) provinces on the Voucher programme for a period of three (3) years. Tender documents are available for downloading on the NYDA website [www.nyda.gov.za](http://www.nyda.gov.za).

**Evaluation Method:** four (4) stage evaluation (1. Administrative Compliance; 2. Functionality; Compliance/eligibility; 3. Quality of work; 4. Pricing)

**A non-compulsory briefing session will be held on the 6<sup>th</sup> of September 2022 @ 11:00am via Microsoft TeamViewer (link). Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the meeting.**

Queries relating to the issue of these documents or technical enquiries may be addressed to Mr. Mlungisi Xulu, e-mail: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za) on or before the 9<sup>th</sup> of September 2022 @ 16h00

Tenders may only be submitted on the tender documentation that is issued by NYDA **written in black ink**. The retyping of the tender document is not permitted. The tenders must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, 54 Maxwell Drive, Woodmead, by **11:00 am on the 27<sup>th</sup> of September 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

**NB: NYDA reserves the right to cancel this tender without prior notice and not to appoint any service provider.**

**PART A  
INVITATION TO BID**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL YOUTH DEVELOPMENT AGENCY)</b>					
BID NUMBER:	<b>RFP2022/03/NYDA</b>	CLOSING DATE:	27 September 2022	CLOSING TIME:	11:00am
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS WITH CAPACITY TO PROVIDE BUSINESS SUPPORT SERVICES IN EACH PROVINCE ON THE NYDA VOUCHER PROGRAMME FOR THE PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>NATIONAL YOUTH DEVELOPMENT AGENCY HEAD OFFICE</b>					
<b>54 MAXWELL DRIVE</b>					
<b>WOODMEAD</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mlungisi Xulu</b>		CONTACT PERSON	<b>Mlungisi Xulu</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART THE QUESTION BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES		
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES		
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES		
<input type="checkbox"/> NO					

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (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 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: .....

## **B. NYDA BACKGROUND AND INTRODUCTION**

The National Youth Development Agency (NYDA) is a South African based agency established primarily to tackle challenges that the nation's youth are faced with. The NYDA was established by an Act of parliament, act no 54 of 2008. The institution was established to be a single, unitary structure, established to address youth development issues at National, Provincial and Local government level. The existence of the NYDA should be located within the broad context of South Africa's development dynamics. Similar to many developing countries, South Africa has a large population of youth, those between the ages 14-35; represent 42% of the total population. Given the youthful nature of the South African population much of the socio economic challenges faced by the nation, i.e. poverty, inequality and joblessness, poor health etc, are borne by the youth. The gravity of challenges South Africa is faced with, require multi – pronged efforts, that simultaneously promote the development of sustainable livelihoods, reduce poverty, inequality and prioritise the development of policies which create an enabling environment for youth development.

The NYDA plays a lead role in ensuring that all major stakeholder's, i.e government, private sector and civil society, prioritise youth development and contribute towards identifying and implementing lasting solutions which address youth development challenges. Furthermore, the NYDA designs and implements programmes aimed at improving lives and opportunities available to youth. These programmes could be clustered as follows:

At an individual level (Micro level), the NYDA provides direct services to youth in the form of information provision, mentorship, skills development & training, entrepreneurial development & support, health awareness programmes and involvement in youth initiatives. At a Community level (Meso Level), the NYDA encourages young people to be catalysts for change in their communities through involvement in community development activities, social cohesion activities and national youth service programmes and dialogue.

At a Provincial and National level (Macro Level), through its policy development, partnerships and research programmes, the NYDA facilitates the participation of youth in developing key policy inputs, which shape the socio-economic landscape of South Africa.

The National Youth Development Agency derives its mandate from the legislative frameworks, including the NYDA Act (54 of 2008), the National Youth Policy (2009-2020) and the draft Integrated Youth Development Strategy as adopted by the Youth Convention of 2006. The NYDA activities could be summarized as follows:

- a) Lobby and advocate for integration and mainstreaming of youth development in all spheres of government, private sector and civil society
- b) Initiate, implement, facilitate and coordinate youth development programmes
- c) Monitor and evaluate youth development intervention across the board and mobilise youth for active participation in civil society engagements

## **C. TENDER DATA AND CONDITIONS OF TENDER**

The Conditions of Tender are the General Conditions of Contract issued by the National Treasury. The purpose of the Conditions is to:

- ✓ Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

- ✓ To ensure that bidders are familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

Clause Number	Clause Heading	Data / Wording
1.1	<b>The Employer is:</b>	<b>The Employer is:</b> National Youth Development Agency (NYDA) <b>54 MAXWELL DRIVE, WOODMEAD, 2191</b>
1.2	<b>Employer's Agent is:</b>	<b>Mr. Mlungisi Xulu</b> <b>54 MAXWELL DRIVE, WOODMEAD, 2191</b> E-mail: <a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>
1.3	<b>Eligibility</b>	<b>Bidders who do not meet the requirements below will be immediately disqualified from the bidding process.</b>  The National Youth Development Agency reserves the right to reject bids which are non-responsive, including, without limitation, bids which contain the following defects:  (a) Late or incomplete bids; (b) Failure to conform to the rules or requirements contained in the Tender; including the proposal format; (c) Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected; and (d) Noncompliance with applicable laws, unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.  Joint Ventures / Consortiums are eligible to submit tenders provided that:  (e) Where bids are consortia / Joint ventures / S-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number;  (f) A Joint Venture Agreement is signed by the JV Partners and attached to this tender document;  (g) A Joint Venture / Consortium must also submit a Joint Venture BBBEE Rating Certificate.
1.4	<b>Clarification Meeting</b>	A non-compulsory briefing session will be held on the 6 <sup>th</sup> of September 2022 @ 11:00am via Microsoft TeamViewer (link). Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the meeting.
1.5	<b>Returnable Documents</b>	Tenderers to submit fully completed and signed returnable documents as stipulated. Tenders must only be submitted on the original tender documentation that is issued by NYDA <b>written in black ink</b> . This tender document may not be retyped or reproduced

1.6	<b>Number of copies of tender offers to be submitted to the Employer</b>	The tender document shall be submitted as an original <b>written in black ink</b> and three (3) copied versions of the original. No documents are to be typed/retyped or reproduced. Any tender documents that are retyped or reproduced will be disqualified.
1.7	<b>Sealing and Delivery of tender offers</b>	The NYDA's address for delivery of tender offers and identification details to be shown on each tender offer package are: <b>Location of tender box:</b>  <b>National Youth Development Agency (NYDA) Head Office, 54 MAXWELL DRIVE, WOODMEAD, 2191</b>  <b>Identification details:</b>  TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE BUSINESS SUPPORT SERVICES IN EACH PROVINCE ON THE NYDA VOUCHER PROGRAMME FOR THE PERIOD OF THREE (3) YEARS
1.8	<b>Closing time of tender offers</b>	The closing time for submission of proposals is <b>11:00am on the 27<sup>th</sup> of September 2022</b> as stated on SBD 1 form (Invitation to tender).
1.9	<b>Tender offer validity</b>	The tender offer validity period is 120 days
1.10	<b>Two-Envelope System</b>	A two-envelope system <b>will not</b> be followed.



**D. PROCUREMENT TIMELINES**

<b>PROCUREMENT TIMELINE</b>	<b>DATE</b>	<b>TIME</b>
RFP release date	26 August 2022	08h00 to 16h00
Compulsory briefing	6 September 2022	11h00
Written questions of clarification – closing date	9 September 2022	16h00
Written response to all clarifications	13 September 2022	16h00
Closing date	27 September 2022	11h00
Completion of bid evaluations	18 November 2022*	
Anticipated letter of Award	2 December 2022*	
Commencement Date	Immediately	

**\*Indicative dates**

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS IN EACH PROVINCE TO PROVIDE BUSINESS SUPPORT SERVICES ON THE BUSINESS CONSULTANCY SERVICES VOUCHER PROGRAMME TO THE NYDA FOR THE PERIOD OF THREE (3) YEARS**

## **1. PURPOSE OF THIS TENDER**

The purpose of the tender is to appoint a panel of service providers who have the capacity to provide business support services in each of the nine (9) provinces on the Voucher programme for a period of three (3) years

## **2. BACKGROUND OF THE VOUCHER PROGRAMME**

The National Youth development Agency (NYDA) through the Business Consultancy Services (BCS) Voucher programme call on professional companies with relevant skills, experience and empowerment profiles to submit their application forms to become service providers for the Business Consultancy Voucher programme.

A number of youth in South Africa are entrepreneurially-minded and, therefore, seek to own and manage businesses. However, the barriers to entry are high mainly because in order to succeed in business a person must have knowledge on how to start a business, opportunity, access to pre-and post-business support on financial and non-financial services and must possess the necessary skills.

## **3. PURPOSE AND OBJECTIVES**

### **3.1. Purpose**

To procure services of professional service providers to provide business development services to young people of South African through the BCS voucher programme of the NYDA.

### **3.2. Objectives**

The objectives of the BCS Voucher Programme includes:

- a) To create a conducive environment for youth entrepreneurs to access relevant technical assistance and managerial support for their businesses;
- b) To empower youth entrepreneurs by providing them with the means to purchase technical assistance and managerial support that they require;
- c) To support the creation of sustainable and competitive youth owned enterprises that are active in growth oriented sectors of the South African economy;
- d) To support service providers to continuously develop innovative and demand driven products through capacity building
- e) To encourage appreciation of business development services that youth entrepreneurs are willing to pay for.
- f) To support and give guidance to young people by providing them with mentorship support services

## **4. NEEDS ANALYSIS**

The call for proposal was informed by the review on the Voucher Programme conducted by the NYDA. The review was focussing on the 1) relevance and impact of the current products and services given the trends observed over the last five years, and 2) voucher values, since the last review. The outcome of the review confirmed the need for the continued delivery of services through the Voucher systems to address the needs of potential and existing young entrepreneurs.

**5. SERVICE PROVIDER’S RESPONSIBILITY**

- a) Business support services with specified deliverables below.
- b) Ensure adequate involvement of the young person in the development and delivery of the products and services.
- c) Conduct quarterly aftercare and mentorship support to the voucher recipient for the voucher service they have provided, for a period of 12 months – to ascertain the value add and further support required
- d) Prepare and submit monthly reports follow-up – upload on the Enterprise Resources Planning

**6. SCOPE OF WORK**

The scope of work for the Business Consultancy Services Voucher Programme Service Providers will include the following categories:

- a) Business Support: These services are aimed at providing the enterprise with support and tools of how to manage and run the business in a professional manner that ensures profitability and sustainability; and
- b) IT Support : These are ICT related services that will boost the visibility of the business to attract more clients and increase sales; and
- c) Accounting & Financial Support : There are key financial management and administration tools, systems and controls to start and manage the business

The Voucher Programme is designed to assist young entrepreneurs to access the following business development support services and the NYDA intends to remunerate the service providers for the services as follows:

**6.1. Business Feasibility**

**6.1.1. Product Features**

<b>PRODUCT NAME</b>	Business Feasibility Study	<b>PRICE</b>	R 12 500,00
<b>SERVICE CODE</b>	To follow ERP naming conventions		
<b>PRODUCT DESCRIPTION</b>			
<p>A Feasibility Study is a preliminary study to test the assumptions of a business idea or new channels (for growth and expansion), or products for its feasibility. The feasibility should provide the entrepreneur with an indication of whether to proceed with the implementation of the new idea, incorporating new channels for distribution growth and expansion (distribution, machinery, product or service) into the existing business, or developing new products. It evaluates whether the idea is well-founded and is likely to meet the needs of its intended target market or solve a problem.</p> <p>New Business and Business growth and expansion with projected turnover with projected turnover of between R1m - R5m. The prospective beneficiary should be seeking funding from DFI's (IDC, SEFA; Land Bank etc.) or Commercial Banks or other registered and recognised financial institutions.</p>			
<b>PRODUCT FEATURES</b>			

**As a minimum the feasibility study must cover the following areas. Where applicable customised to the relevant Development Finance Institution (DFI) or commercial bank feasibility study format and requirements**

The product should be a maximum of 25 pages depending on the size and complexity of the idea under review.

A business feasibility should cover three critical areas - Market, Management and Money. The feasibility study will be outlined as follows:

- 1. Cover Page (Indicating the Voucher No., Client name and ID number);**
- 2. Table of contents.**
- 3. Executive summary (2 pages)** a narrative describing details of the project, product, service, plan, or business; include an introduction to the project/business, its purpose/problem it is intending to solve, proposed solutions and an overview of the sources you used to validate the report.
- 4. Body:**
  - a. Client personal objectives, skills, experience and resources;
  - b. Description of business idea and requirements, channel, or product; Technological considerations: Ask what will it take. Do you have it? If not, can you get it? What will it cost?
  - c. Target Market Analysis and Segmentation (3 – 5 pages)
  - d. Demographic and Socio-economic profile
  - e. Demand Assessment
  - f. Market and Industry Analysis – A review of the landscape (2-4 pages)
  - g. Competitor analysis –Substitutes (A review of a minimum of 2 and a maximum of 5 competitors)
  - h. local and broader i.e. municipality, provincial, national, Africa, international (product & services, customers, competitors, sales and customers competitors,
  - i. SWOT and GAP Analysis
  - j. Research Findings and Analysis
  - k. Outcomes / Opinion including
    - i. Management and staffing [including an organogram i.e. is there any requirement for a specialist skill requirements;
    - ii. Marketing Strategy and Sales Forecast;
    - iii. Start-up Expenses;
    - iv. 12 Month Operating Budget
    - v. Risks and mitigating factors or actions
    - vi. Recommendation on action plan
    - vii. Conclusion

### 6.1.2. Client Profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> </ul>	<b>Total Provider Timing (hours)</b>	80hrs
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>Product Development Duration from approval</b>	2 weeks – Maximum  The service provider must be affiliated with IBASA or another recognised body in the profession
		<b>Minimum no. Of contact sessions with client</b>	3 sessions
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Maximum no. of pages excluding cover &amp; table of contents</b>	Maximum 15 pages or as stipulated by the institution to which application is being made
		<b>Product copies to be submitted</b>	<ul style="list-style-type: none"> <li>- Verifiable proof of application to DFIs</li> <li>- One hard copy documents for clients records</li> <li>- As required by organisation</li> <li>- Electronic copy on NYDA ERP</li> </ul>
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>		
ELIGIBLE ENTERPRISE/PERSON		COMPLEMENTARY NYDA PRODUCTS	
<ul style="list-style-type: none"> <li>- Has desire to establish or grow his business</li> <li>- Has literacy and numeracy skills</li> <li>- Self employed</li> </ul>		<ul style="list-style-type: none"> <li>i. Business Management Training</li> <li>ii. Volunteer mentorship programme</li> <li>iii. Referrals to other external funding institutions such as SEDA</li> <li>iv. Life Skills Training</li> </ul>	
PREDECESSOR PRODUCTS & SERVICES			
Business management training or Entrepreneurship education Recognised Prior Learning			

### 6.1.3. Product Delivery Method and post-delivery product support

PRODUCT DELIVERY METHOD
<b>Step 1:</b> Interview client to define needs
<b>Step 2:</b> Client to provide required information, based on the tools or guidelines provided by the service provider
<b>Step 3:</b> Provider to gather relevant information for product development
<b>Step 4:</b> Provider to conduct analysis of the information gathered
<b>Step 5:</b> Compile an appropriate product as informed by the voucher product features and service standards - must be funding ready, comply with DFI, Commercial Bank, and Industry regulations
<b>Step 6:</b> Provider to present the product to the client
<b>Step 7:</b> Client reviews and approves product, and signs terms and conditions of approval

<b>PRODUCT DELIVERY METHOD</b>		
<b>Step 8:</b> Responsible BDA to review and assess product against NYDA service delivery standards.		
<b>Step 9:</b> NYDA Voucher Specialist to review and assess product against NYDA service delivery standards.		
<b>PRODUCT COMPLIANCE</b>		
<ul style="list-style-type: none"> <li>- Comply with Government Funding Institutes (e.g. DTI, SEDA, SEFA, IDC, NYDA, NEF etc.).</li> <li>- Comply with Private Financial Institutes (e.g. Business Partners, FNB, ABSA, Nedbank &amp; Standard Bank etc.).</li> <li>- Complies with Industry Regulators (e.g. PSIRA, NCCA, CIDB, NHBRC, COID, etc.)</li> <li>- Include a confirmation of funding application submission to the relevant institution from which funding is sought</li> <li>- Guide applicant to where they stand a chance of the best possible outcome</li> </ul>		
<b>POST PRODUCT SUPPORT</b>		
<b>Warranty Period</b>	3 months (from Step 7 of the product delivery method)	
<b>Time/contact session</b>	3 sessions	
<b>Outputs</b>	Revised and updated Product (after Step 7 of the product delivery method)	
<b>Eligible activities</b>	1. Provider to gather inputs from client on product issues requiring changes and update	
	2. Provider to provide advice to client on changes and updates	
	3. Provider to submit product completion report	
<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTCOME</b>	<b>EXPECTED IMPACT</b>
Business Feasibility Study	What is the trigger for feasibility study? Funding application outcome Business idea Implemented	<ul style="list-style-type: none"> <li>• Increased economic participation</li> <li>• Increased employment opportunities</li> </ul>

## 6.2. Business Plan

### 6.2.1. Product Features

<b>PRODUCT NAME</b>	Business Plan	<b>PRICE</b>	<b><u>R 22,500.00</u></b>
<b>SERVICE CODE</b>	To follow ERP naming conventions		
<b>PRODUCT DESCRIPTION</b>			
<p>The objective of a business plan voucher is to assist entrepreneurs to secure funding at the various phases of business development (start-up, early development, growth as well as the expansion stages).</p> <p>It should over and above serve as a blueprint for the enterprise with a step-by-step implementation programme on how to manage the business, and/or expand operations. As well as to secure existing or planned business relations between the beneficiary's company and stakeholders.</p> <p>New Business and Business growth and expansion with projected turnover with projected turnover of between R1m - R5m. The prospective beneficiary should be seeking funding from DFI's (IDC, SEFA; Land Bank etc,) or Commercial Banks or other registered and recognised financial institutions.</p>			
<b>3 PRODUCT FEATURES</b>			
<p><b>As a minimum the feasibility study must cover the following areas. Where applicable customised to the relevant Development Finance Institution (DFI) or and commercial bank business plan format and requirements.</b></p> <p>A. Cover Page (indicating the Voucher No., Client name and ID number);</p> <p>B. Table of contents.</p> <p>C. Executive summary (1 page);</p> <p>D. Body:</p> <ol style="list-style-type: none"> <li>i. Company Description [an overview] (Business Overview, legal form, Ownership Structure, Tax Registration and Compliance (VAT, Employees, Companies), finance required, management, Business Goals and objectives, Entity strengths and core abilities, Industry and related opportunity)</li> <li>ii. The Market A) Total Addressable Market, size, growth expected market share, major trends B) The industry - barriers to entry, Competitive landscape, Buyer and Supplier Influences C The Gap -What is it and where is it? How will the applicant fill the gap?</li> <li>iii. Strategic Plan</li> <li>iv. The Business Model</li> <li>v. Management and Organisational Plan (structure, staff requirements, staff costs, summary job descriptions, statutory compliance requirements)</li> <li>vi. Operating Strategy</li> <li>vii. Provide summary of key management controls &amp; explanations thereof (existing management system in place or to be developed)</li> <li>viii. The Marketing Strategy</li> <li>ix. Financial Review and Risk Analysis (potential sources of funding, risk assessment and mitigation)</li> <li>x. Compile Financial Projections (3 year projections in line with marketing targets and assumptions)</li> <li>xi. Compile Cash Flow (linked to marketing and operational plan)</li> <li>xii. Calculate Breakeven (indication of when the business is likely to breaks even and the associated assumptions)</li> <li>xiii. Technical Review (machinery including tools and equipment; legal and regulatory compliance)</li> </ol>			

- xiv. Production plan/shop lay-out (description of key business process and procedures, technical expertise)
  - xv. Implementation plan (with time frames and sequencing; roles and responsibilities; resourcing)
- E. Conclusion

### 6.2.2. Client Profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> </ul>	<b>Total Provider Timing (hours)</b>	120hrs
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>Product Development Duration from approval</b>	3 weeks
		<b>Minimum no. Of contact sessions with client</b>	4 sessions
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Minimum no. of pages excluding cover &amp; table of contents</b>	Maximum 20 pages or as stipulated by the institution to which application is being made
		<b>Product copies to be submitted</b>	<ul style="list-style-type: none"> <li>- Verifiable proof of application to DFIs</li> <li>- One hard copy documents for clients records</li> <li>- As required by organisation</li> <li>- Electronic copy on NYDA ERP</li> </ul>
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>		
ELIGIBLE ENTERPRISE/PERSON		COMPLEMENTARY NYDA PRODUCTS	
<ul style="list-style-type: none"> <li>- New business must have feasibility study confirming viability of business venture</li> <li>- operational for at least 12 months</li> <li>- must be registered</li> <li>- Must have applied for funding in DFIs</li> </ul>		<ul style="list-style-type: none"> <li>- Business Management Training</li> <li>- Volunteer mentorship programme</li> <li>- Referrals to other external funding institutions such as SEDA</li> <li>- Life Skills Training</li> </ul>	
PREDECESSOR PRODUCTS & SERVICES			
Business management training or Entrepreneurship education Recognised Prior Learning			

### 6.2.3. Product Delivery Method and Post-delivery product support

PRODUCT DELIVERY METHOD
<b>Step 1:</b> Interview client to define needs



<b>PRODUCT DELIVERY METHOD</b>		
<b>Step 2:</b> Client to provide required information, based on the tools or guidelines provided by the service provider		
<b>Step 3:</b> Provider to gather relevant information for product development		
<b>Step 4:</b> Provider to conduct analysis of the information gathered with the client		
<b>Step 5:</b> Compile an appropriate product as informed by the voucher product features and service standards must be funding ready and comply with the relevant DFI, Commercial Bank, and Industry regulators.		
<b>Step 6:</b> Provider to presents the product to the client		
<b>Step 7:</b> Client reviews and approves product, and signs terms and conditions of approval		
<b>Step 8:</b> BDA to review and assess product against NYDA service delivery standards prior to approval.		
<b>Step 9:</b> NYDA Voucher Specialist to review and assess product against NYDA service delivery standards.		
<b>COMPLIANCE</b>		
<ul style="list-style-type: none"> <li>- Comply with Government Funding Institutes (e.g. DTI, SEDA, SEFA, IDC, NYDA , NEF etc.).</li> <li>- Comply with Private Financial Institutes (e.g. Business Partners, FNB, ABSA, Nedbank, Standard Bank etc. ).</li> <li>- Ensure compliance with the relevant Industry Regulators (e.g. PSIRA, NCCA, CIDB, NHBRC, COID, etc.) i.e. application submission requirements</li> <li>- Include a funding application to the relevant institution from which funding is sought</li> <li>- Guide applicant to where they stand a chance of the best possible outcome</li> </ul>		
<b>POST-DELIVERY PRODUCT SUPPORT</b>		
<b>Warranty Period</b>	3 months (from Step 7 of the product delivery method)	
<b>Time/contact session</b>	1 session	
<b>Outputs</b>	Revised and updated Product (after Step 7 of the product delivery method)	
<b>Eligible activities</b>	1. Provider to give compulsory mentorship to beneficiary	
	2. Provider to provide advice to client on changes and updates	
	3. Provider to submit product completion report	
<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTCOME</b>	<b>EXPECTED IMPACT</b>
i. Confirmation of submission of funding application ii. Business Plan	Funding Outcome of application Funding received	Increased economic participation Increased employment opportunities

### 6.3. Web Based – Accounting System

#### 6.3.1. Product Features

<b>PRODUCT NAME</b>	Web Based Accounting Systems for 12 months	<b>PRICE (PER LICENSE)</b>	R500 p.m Or R6000 annually
<b>SERVICE CODE</b>			
<b>PRODUCT DESCRIPTION</b>			
<p>This voucher seeks to develop the internal ensure the sustainability of the business through enhancing:</p> <ol style="list-style-type: none"> <li>1. Record keeping and filing</li> <li>2. Skills of maintaining and reporting business financial transactions through training and continued support</li> <li>3. Providing access to <b>training on and</b></li> <li>4. <b>Access to an accounting system that enables the beneficiary to record, maintain and report business transactions</b> provides the client with financial information to manage the business.</li> <li>5. Provide continuous support either telephonically or online</li> </ol>			
<b>PRODUCT FEATURES</b>			
<ol style="list-style-type: none"> <li>1. <b>Users:</b> Minimum 2 and maximum of 5</li> <li>2. <b>Accessibility:</b> Desktop and Mobile</li> <li>3. <b>Connect to payment gateways:</b> to make and receive payments e.g. Paypal, ParFast, SnapScan ⇨ Hidden commissions and costs</li> <li>4. <b>Ability to use one module, i.e. cashbook and grow with the business</b></li> <li>5. <b>Customisable templates/ Stationery Customisation</b> - business logos and branding</li> <li>6. <b>Data migration</b></li> <li>7. <b>Training on system use</b></li> <li>8. <b>Support and Aftercare</b> <ol style="list-style-type: none"> <li>a. Telephonic</li> <li>b. Virtual e.g. any desk, teamviewer, live chat</li> <li>c. email</li> </ol> </li> <li>9. <b>Backup and filing:</b> online file storage. Manage and share documents, contracts, bills and receipts safely from anywhere.</li> <li>10. <b>Hosting</b></li> <li>11. <b>Security:</b> data is secured with the best available encryption and two-factor authentication [data protection, privacy protection and Cybersecurity]</li> <li>12. <b>Ability to define role and responsibilities within the system</b></li> <li>13. <b>Workflows and Overdue notifications</b></li> <li>14. <b>Product Features</b> <ol style="list-style-type: none"> <li>a. <b>Accounting and Payroll System</b> <ol style="list-style-type: none"> <li>i. <b>Recording Sales and Receiving Payments</b> <ul style="list-style-type: none"> <li>- Sending quotations and Invoices</li> <li>- Invoice tracking</li> <li>- Debtor management and ageing</li> </ul> </li> <li>ii. <b>Expense tracking and Management</b> <ul style="list-style-type: none"> <li>- End-to-end Expense Reporting Automation</li> <li>- Create and send purchase orders online with purchase order software. Keep track of orders and deliveries at every step.</li> </ul> </li> <li>iii. <b>Inventory Management Software</b></li> <li>iv. <b>General Ledger – Journals and Sub-Accounts</b></li> <li>v. <b>Reconciliations</b> <ul style="list-style-type: none"> <li>- Bank</li> </ul> </li> <li>vi. <b>Employee Management</b></li> </ol> </li> </ol> </li> </ol>			

<ul style="list-style-type: none"> <li>- Captures &amp; records relevant information of employees for purposes of compliance.</li> <li>- Payroll</li> <li>- Ability to calculate both the statutory and tax allowances and deductions i.e. PAYE, UIF &amp; Medical Aid, etc;</li> <li>- Capability to record leave and working hours;</li> </ul>
--

### 6.3.2. Client Profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> </ul>	<b>Total Provider Timing (hours)</b>	<u>12 months continuous</u>
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>Product Development Duration from approval</b>	Readily available system
		<b>Minimum no. Of contact sessions with client</b>	3 sessions virtually or physically & Continuous support
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Minimum no. of pages excluding cover &amp; table of contents</b>	Set of Accounts
		<b>Product copies to be submitted</b>	<ul style="list-style-type: none"> <li>- System training assessment</li> <li>- Access to system confirmation</li> <li>- Quarterly usage Reports submitted</li> <li>- Attendance Register</li> </ul>
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>		
ELIGIBLE ENTERPRISE/PERSON		COMPLEMENTARY NYDA PRODUCTS	
Enterprises Operational for minimum period of 6 months with an active-transactional bank account		<ul style="list-style-type: none"> <li>i. Business Management Training</li> <li>ii. Mentorship Programme</li> <li>iii. Supplier Development Training Programme</li> </ul>	
PREDECESSOR PRODUCTS & SERVICES			
Business management training or Entrepreneurship education Recognised Prior Learning			

### 6.3.3. Product Delivery Methods and Post-delivery Product Support

PRODUCT DELIVERY METHOD
<b>Step 1:</b> Client to provide required information, based on the tools or guidelines provided by the service provider
<b>Step 2:</b> Provider to provide training on access and use of system
<b>Step 3:</b> Provider to provide access to system

<b>PRODUCT DELIVERY METHOD</b>		
<b>Step 4:</b> Client to make use of system		
<b>Step 5:</b> Provider to submits the following report to the NYDA		
<ul style="list-style-type: none"> <li>- System training assessment</li> <li>- Access to system confirmation</li> <li>- Quarterly usage Reports submitted</li> <li>- Attendance Register</li> </ul>		
<b>Step 6: Written confirmation of compliance with laws affecting digital business in South Africa</b>		
<b>COMPLIANCE</b>		
All laws and regulations relating to the protection of personal information as well as e-commerce		
<b>POST PRODUCT SUPPORT</b>		
<b>Warrantee Period</b>	3 months (from Step 7 of the product delivery method)	
<b>Time/contact session</b>	12 Months	
<b>Outputs</b>	SP system usage reports	
<b>Eligible activities</b>	1. Provider to gather inputs from client on product issues requiring changes and update	
	2. Provider to provide advise to client on changes and updates	
	3. Provider to submit product completion report	
<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTPUT</b>
Business Set of accounts and templates in electronic or manual format	Business Records up to date	Sustainable Business Start-up

## 6.4. Digital Knowledge

### 6.4.1. Product Features

<b>PRODUCT NAME</b>	Digital Knowledge Voucher (one workshop per beneficiary and one beneficiary per entity)	<b>PRICE PER PARTICIPANT PER WORKSHOP</b>	R 500 (per participant per workshop)
<b>SERVICE CODE</b>			
<b>PRODUCT DESCRIPTION</b>			
<p>A knowledge based product aimed at providing beneficiaries with the skills to develop and implement a digital/social media marketing plan/strategy. Skills transferred to trainees with assessments to assess grasp of material. This must be delivered in groups and one on one (for specific business) Change Policy re recruitment Social media marketing is the process of reaching prospects and customers, and acquiring traffic and visibility through social media sites such as Facebook, Twitter, LinkedIn and many others. By utilizing the social aspect of the web, social media marketing is able to connect and interact on a much more personalized and dynamic level than through traditional marketing.</p> <p>Social media is the collective of online communications channels dedicated to community-based input, interaction, content-sharing, videos, images for marketing purpose.</p>			
<b>PRODUCT FEATURES</b>			
<p><b>A. Training should cover the following aspects:</b></p> <ol style="list-style-type: none"> <li>1. What is marketing? Traditional Marketing vs Entrepreneurial Marketing</li> <li>2. Understanding and defining your market,</li> <li>3. The Marketing Mix for SME's - the basic set of strategies and approaches that marketers use to identify and reach their target market.</li> <li>4. Go to where the customers are - What is Social Media, The importance and Benefits of Social Media for Youth Owned and Managed Businesses?</li> <li>5. The key social platforms and understanding them - Networking: Facebook, Twitter, LinkedIn; Photo and Video: Snapchat, Instagram, TikTok, Pintrest, Youtube (business model)</li> <li>6. Offer exceptional customer experience - The importance of return customers or business</li> <li>7. Creating content, campaigns and content for your customer.</li> <li>8. What to look out for /Pitfalls ?</li> <li>9. <b>The regulatory framework for doing business online for both business-to-business (B2B) and business-to-consumer (B2C) – The law and what you need to know?</b></li> </ol> <p><b>B. Toolkit</b></p> <p><b>C. Training Outcome - Business Account on Instagram/ Set up FB</b></p> <p><b>D. Competency Assessment and certification</b></p> <p><b>E. Social Media Marketing Strategy / Framework</b></p>			

#### 6.4.2. Client profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> <li>- Computer literate</li> </ul>	<b>Total Provider Timing (hours)</b>	<u>24 Hours / 3 x 8 hour workshops</u>
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>SP Standards and Capability</b>	<p>Able to upskill, assist participants to create/design a campaigns on social media platforms and assess</p> <p>In classroom and virtual -</p>
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Training Manual</b>	Training Manual including - Toolkit
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>	<b>Product copies to be submitted</b>	<ul style="list-style-type: none"> <li>- 1 x Hard Copy</li> <li>- 1x electronic copy filed on ERP</li> <li>- Attendance registers</li> </ul>
<b>ELIGIBLE ENTERPRISE/PERSON</b>		<b>COMPLEMENTARY NYDA PRODUCTS</b>	
<p>Has an existing business – operational for 6 months</p> <p>Has literacy and numeracy skills</p>		<p>Business Management</p> <p>Mentorship programme</p> <p>Life Skills</p>	
<b>PREDECESSOR PRODUCTS &amp; SERVICES</b>			
<p>Business Management Training</p> <p>Entrepreneurship Recognised Prior Learning</p>			

#### 6.4.3. Product Delivery Method and Post-delivery product Support

PRODUCT DELIVERY METHOD
Step 1: SP to develop training methodology, content and delivery methods (virtual and online)
Step 2: NYDA to approve training methodology, content and delivery methods
Step 3: NYDA to meet with SP to schedule annual trainings per region - split virtual and online
Step 4: NYDA to schedule training on ERP system
Step 5: NYDA to approve applications for digital training online - each approved applicant to be issued a Digital voucher
Step 6: Applicant to register for training through ERP (classroom - 30 and virtual - 40)
Step 7: Training to be scheduled via ERP
Step 8: Approved applicants to register for scheduled trainings with approved digital voucher
Step 10: SP to conduct Trainings and assessments - confirm attendance and digital voucher- participants to provide digital voucher as proof evidence
PRODUCT COMPLIANCE

<b>POST -delivery PRODUCT SUPPORT</b>		
<b>Warrantee Period</b>	3 months (from Step 7 of the product delivery method)	
<b>Time/contact session</b>	1 session	
<b>Outputs</b>	Training Manuals (virtual and physical), competence certificates), business accounts, plan and messaging for one platform created	
<b>Eligible activities</b>	2. Provider and NYDA to schedule trainings	
	3. Provider to submit product training reports - suitable for M&E	
	3 months (from Step 7 of the product delivery method)	
<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTCOME</b>	<b>EXPECTED IMPACT</b>
Digital/Social Media Plan and Activation. Mentorship for 3 months	Social/Digital Media Activation, Targeted marketing	Measurable Increased business visibility and awareness Increased brand awareness/product awareness, increased lead generation with potential of converting to sale, direct interaction with customers and customers with the business

## 6.5. E-Commerce

### 6.5.1. Product Features

<b>PRODUCT NAME</b>	e-Commerce for 12 months	<b>PRICE PER MONTH PER ONLINE BUSINESS</b>	<u>R220</u>
<b>SERVICE CODE</b>			
<b>PRODUCT DESCRIPTION</b>			
<p>The product purpose is to assist the entrepreneur in developing, designing, and operating an online business to increase the sales of their products and services.</p> <p>Aims to deliver a best-in-class customer experience:</p> <ul style="list-style-type: none"> <li>o an elegant online shopping experience</li> <li>o responsive</li> <li>o impeccable and timely fulfilment</li> <li>o ongoing digital communication strategy that builds loyalty.</li> </ul>			
<b>3   PRODUCT FEATURES</b>			
<p>Retail: The sale of a product by a business directly to a customer without any intermediary. / Direct to consumer</p> <ul style="list-style-type: none"> <li>- <u>Physical products</u>: Any tangible good that requires inventory to be replenished and orders to be physically shipped to customers as sales are made.</li> <li>- <u>Digital products</u>: Downloadable digital goods, templates, and courses, or media that must be purchased for consumption or licensed for use.</li> <li>- <u>Services</u>: A skill or set of skills provided in exchange for compensation. The service provider's time can be purchased for a fee.</li> </ul> <p>E-commerce/estore should include the following components:</p> <ol style="list-style-type: none"> <li>1. <b>Product information</b>: all the (technically necessary) information which customers need in order to be convinced by your products. As well as descriptions and photos, this can be in the form of other high-value content presented in how-to videos, 360-degree photos or exploded-view drawings.</li> <li>2. <b>Availability</b>: The users want to know how many items are still on stock and when the product will be delivered to them. This also applies to various versions of the same product.</li> <li>3. <b>Delivery addresses</b>: It is often the case that online shop systems allow only one or two delivery addresses as standard.</li> <li>4. <b>Payment methods</b>: Make sure that you offer all payment methods (escrow account or purchase on account, payment terms etc.) which your customers want and require for their invoicing processes.</li> <li>5. <b>Customer account</b>: When logged in, the customer should be able to see the information that is specifically relevant to him: order history, overview of receipts, shopping lists or repeat orders.</li> <li>6. <b>Customer service</b>: Customer service touchpoints</li> <li>7. <b>Analytics/Reports</b>:             <ol style="list-style-type: none"> <li>a. How many users access your shop? What is the origin of the users who interact with your online shop and become a lead or customer?</li> <li>b. <b>Sales &amp; conversion rate</b>: How many products are sold? What do the sales consist of? Are there anomalies in the specific product groups, distribution of new and existing customers, average order value or frequency of online orders</li> <li>c. <b>Shopping cart abandonment</b>: How many shopping carts are abandoned before check-out?</li> <li>d. <b>Return rate</b>: What conclusions do the returns point to regarding product quality and service?</li> </ol> </li> </ol>			



- e. Customer acquisition rate or customer lifetime value: Do customers order repeatedly in your online shop (indicating a positive experience)? Or are there more individual purchases? Do special cross-selling and upselling offers influence the customer acquisition rate? • Revenue, profit & Return on Investment (RoI): How much revenue does the online shop generate and how much profit is left over after all costs have been subtracted from the total revenue?

### 6.5.2. Client Profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> </ul>	<b>Total Provider Timing (hours)</b>	24 Hours / 3 x 8 hour workshops
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>SP Standards and Capability</b>	Able to upskill, assist participants to create/design a campaigns on social media platforms and assess  <ul style="list-style-type: none"> <li>- 1 x Hard Copy</li> <li>- 1x electronic copy filed on ERP</li> </ul> Attendance registers
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Training Manual</b>	Training Manual including - Toolkit
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>	<b>Product copies to be submitted</b>	<ul style="list-style-type: none"> <li>- System training assessment</li> <li>- Access to system confirmation</li> <li>- Quarterly usage Reports submitted</li> <li>- Attendance Register</li> </ul>
<b>ELIGIBLE ENTERPRISE/PERSON</b>		<b>COMPLEMENTARY NYDA PRODUCTS</b>	
Has an existing business – operational for 6 months Has literacy and numeracy skills Computer literacy		Business Management Training Mentorship programme Life Skills	
<b>PREDECESSOR PRODUCTS &amp; SERVICES</b>			
Business Management Training Entrepreneurship Recognised Prior Learning			

### 6.5.3. Product Delivery Method and Post-delivery Product Support

<b>PRODUCT DELIVERY METHOD</b>		
Step 1: Provider to develop standard/template direct to customer framework for NYDA e-commerce beneficiaries.		
Step 2: NYDA to approve standard/template direct to customer e-commerce template		
Step 3: Service provider to interview client to define needs		
Step 4: Client to provide required information, footage etc based on the tools or guidelines provided by the service provider?		
Step 5: Provider to conduct analysis of the information gathered with the client		
Step 6: Compile an appropriate product as informed by the voucher product features and service standards {customise NYDA e-commerce template) for beneficiary business needs		
Step 7: Provider to presents the product to the client		
Step 8: Client reviews and approves product, and signs terms and conditions of approval		
Step 9: Provider to provide access to NYDA of client approved product		
Step 10: NYDA to assess product against defined parameters		
Step 11: NYDA to approve product		
<b>PRODUCT COMPLIANCE</b>		
All laws and regulations relating to the protection of personal information, consumer protection, electronic communication and transaction and companies act.		
<b>POST-DELIVERY PRODUCT SUPPORT</b>		
<b>Warrantee Period</b>	6 months (from Step 7 of the product delivery method)	
<b>Time/contact session</b>	Depending on product / services requested	
<b>Outputs</b>	Service certificates	
<b>Eligible activities</b>	1. Hosting and maintenance of website	
	2. Client signoff on attendance/adherence to project dates	
	3. Provider to submit a product completion report	
<b>EXPECTED OUTCOME</b>	<b>EXPECTED OUTCOME</b>	<b>EXPECTED IMPACT</b>
<ul style="list-style-type: none"> <li>- Test report</li> <li>- Management System Certificate</li> <li>- Certificate/Training records</li> <li>- Prototype/Specimen in line with enquiry or specialisation</li> </ul>	Increase in number of youth businesses certified	Increase in number of youth businesses certified participating in the economy

## 6.6. Safety Files

### 6.6.1. Product Features

<b>PRODUCT NAME</b>	Safety Files – one file per applicantr	<b>PRICE</b>	<u>R20,000.00</u>
<b>SERVICE CODE</b>			
<b>PRODUCT DESCRIPTION</b>			
<p>The objective of a SAFETY FILE is to provide the enterprise with a complete and compliant SAFETY FILE that complies with all Occupational Health and Safety requirements including Employers specifications for the proposed project. The SAFETY FILE demonstrates the enterprises awareness, capability and readiness for any on-site incidents. It also contains all documents that will assist on a construction site should an emergency/ incident / accident occur.</p>			
<b>PRODUCT FEATURES</b>			
<p>The SAFETY FILE will cover the following:</p> <p>A. Cover Page (indicating Project Name, Employer Name, Enterprise Name)</p> <p>B. Table of contents.</p> <p>C. Executive summary (1 page);</p> <p>D. Body:</p> <ul style="list-style-type: none"> <li>- Statutory items (Client SHE Specifications, Client Base Line Risk Assessment, Client Environmental Specifications, Project Scope of works,Safety Organogram,Incident Management Plan, Emergency Procedure, Notification of Construction work, Letter of goodstanding, Legal Appointments, Induction and other Trainings, Certificates of medical fitness, I.D copies and next of kin, Audit schedules )</li> <li>- Conduct Desktop Risk assessment, Covid -19 Risk Assessment</li> <li>- Compile Occupational Health and Safety Plan , OHS Policy and Facilitate approval by Employer Representative</li> <li>- Compile Fall Protection Plan (If project will include working at heights) and Facilitate approval by Employer Representative</li> <li>- Key Personnel Qualifications <ul style="list-style-type: none"> <li>o R6 000.00: Facilitate fitness testing at a Registered Occupational therapist for proposed team members to a Maximum of 10</li> <li>o R5 000.00: Facilitate sourcing of a part time registered Safety officer with SACPCMP, Incident and Risk Assessment,</li> <li>o R3 000.00: Facilitate training of a Level 2 First Aider</li> <li>o R2 000.00 - Fall Protection Planner</li> <li>o R1 000.00 - Facilitate training of the elected Safety Rep</li> <li>o Legal Appointments made as per OHS Act</li> </ul> </li> <li>- Safe Working Procedures</li> </ul> <p>E. Conclusion</p>			

### 6.6.2. Client Profile and Service Standards

CLIENT PROFILE		SERVICE STANDARDS	
<b>Personal</b>	<ul style="list-style-type: none"> <li>- Males and Females aged between 18 and 35</li> <li>- Some/Extensive work experience</li> <li>- Some/Extensive business experience</li> </ul>	<b>Total Provider Timing (hours)</b>	<u>80 hours</u>
<b>Education</b>	<ul style="list-style-type: none"> <li>- Schooling</li> <li>- Senior certificate</li> </ul>	<b>SP Standards and Capability</b>	Proven track record

CLIENT PROFILE		SERVICE STANDARDS	
	<ul style="list-style-type: none"> <li>- Post-Matric</li> <li>- Graduates</li> <li>- Unskilled</li> <li>- Semi-skilled</li> <li>- Skilled</li> </ul>	<b>Product Development Duration from approval</b>	2 weeks
<b>Economic</b>	<ul style="list-style-type: none"> <li>- Employed</li> <li>- Unemployed</li> <li>- Formal self-employed</li> <li>- Informal self-employed</li> </ul>	<b>Minimum no. of contact sessions with client</b>	4 sessions
		<b>Minimum no. of pages excluding cover &amp; table of contents</b>	500 pages in arial font 12
<b>Geography</b>	<ul style="list-style-type: none"> <li>- Rural</li> <li>- Peri-urban</li> <li>- Urban</li> </ul>	<b>Product copies to be submitted</b>	1 Hard Copy (Lever Arch) to the client  1 electronic (on USB)
ELIGIBLE ENTERPRISE/PERSON		COMPLEMENTARY NYDA PRODUCTS	
<ul style="list-style-type: none"> <li>- basic literacy and numeracy</li> <li>- operational for at least 12 months</li> <li>- must have received a formal request to produce a SAFETY FILE (Letter form potential clients)</li> <li>- must be registered</li> </ul>		Business Management Training Life Skills and Job preparedness training Mentorship	
<b>PREDECESSOR PRODUCTS &amp; SERVICES</b>			
None			

### 6.6.3. Product delivery methods and post-delivery product support

PRODUCT DELIVERY METHOD	
Step 1: Interview client to define needs (which should include a formal request for the client to compile and submit a SAFETY FILE)	
Step 2: Client to provide required information (Company compliance docs, Project details: scope of works, proposed personnel)	
Step 3: Provider to gather and compile relevant information for product development (Including OHS Plan, Policy, BRA, EPPlan, FPPlan, Certificates of fitness, Toolbox Talks, Inductions, Safety officer (SACPCMP with Incident and Risk Assessor), Fall Protection planner, etc)	
Step 4: Provider to conduct analysis of the information gathered with the client	
Step 5: Compile an appropriate product as informed by the voucher product features and service standards	
Step 6: Provider to presents the product to the client and Employer Safety Officer or designated individual	
Step 7: Client reviews and approves product, and signs terms and conditions of approval (One of which is confirmed approval by Employer)	
PRODUCT COMPLIANCE	
All laws and regulations relating to Organisational Health and Safety (OHS)	
POST-delivery PRODUCT SUPPORT	
<b>Warrantee Period</b>	3 months (from Step 7 of the product delivery method)
<b>Time/contact session</b>	2 sessions

<b>Outputs</b>	Revised and updated Product (after Step 7 of the product delivery method)	
<b>Eligible activities</b>	1.Provider to gather inputs from client on product issues requiring changes and update	
	2.Provider to provide advice to client on changes and updates	
	3.Provider to submit product completion report	
<b>EXPECTED OUTPUT</b>	<b>EXPECTED OUTCOME</b>	<b>EXPECTED IMPACT</b>
- Company SAFETY file	<ul style="list-style-type: none"> <li>1. Employer approved SAFETY FILE</li> <li>2. Enterprise granted access to commence servicing client</li> <li>3. Enterprise empowered on OHS compliance</li> </ul>	<ul style="list-style-type: none"> <li>1. Business growth</li> <li>2. Improved OHS compliance</li> <li>3. Enhanced future business prospects</li> </ul>

## **7. PROJECT IMPLEMENTATION**

During the implementation of the project, the approved service provider will be expected to deliver services as per the detailed deliverables. The detailed requirements on deliverables will also be specified in the service level agreement (SLA) to be entered into between NYDA and the service provider.

### **7.1. ROLES AND RESPONSIBILITIES**

#### **7.1.1. Roles and responsibilities of the potential service providers**

- a) Deliver Business support services with deliverables as outlined in the application form
- b) To ensure adequate involvement of the young person in the delivery of the products and services where applicable
- c) To submit monthly follow-up reports to the NYDA
- d) Conduct quarterly aftercare for each client/young person serviced over the period of 12 months and submit reports thereof
- e) Provide mentorship support to young people for the period of 12 months.
- f) Participate in the annual performance assessment processes of the services rendered to the youth
- g) Attend training on the voucher programme
- h) Attend quarterly service provider meetings
- i) Participate in the product and programme evaluation of the NYDA

#### **7.1.2. Roles and responsibilities of the NYDA**

- a) Programme design, management and programme reviews
- b) Programme funders
- c) Provide orientation on NYDA and the BCS voucher programme
- d) Provide training and access to Enterprise Resource Planning (ERP)
- e) Management of service providers
- f) Provide young people who qualify for services to the service providers
- g) Provide deliverables per approved services
- h) Quality Assurance on services rendered
- i) Processing of payments
- j) Conduct programme performance assessments

#### **7.1.3. DURATION OF THE SERVICE LEVEL AGREEMENT (SLA)**

The NYDA anticipates entering into a three (3) year SLA with the approved panel of service providers, to allow for quality assurance process and review performance of the service delivery.

## 8. SUBMISSION REQUIREMENTS

- 8.1. Tenders that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 8.2. One hardcopy must be the original submission, clearly marked "Original" and three (3) copied versions of the original. All submissions must be delivered in individual envelopes.
- 8.3. Each individual envelope must be clearly marked with the following information:
  - 8.3.1. Appointment of a panel of service providers with capacity to provide business support services in each province on the NYDA voucher programme for the period of three (3) years..
  - 8.3.2. Tender number: **RFP2021/09/NYDA**
  - 8.3.3. **Original** or copy 1 or copy 2 etc.
- 8.4. Bidders should take particular care to ensure that there are no discrepancies between all submissions to the NYDA. NYDA reserves the right to reject any tender if there are discrepancies.
- 8.5. All tenders received by NYDA will become the property of the NYDA and will not be returned to the service provider.
- 8.6. The tender must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, 54 Maxwell Drive, Woodmead by 11:00 am on the date of closing of the Tender.
- 8.7. Unsuccessful bidders will be informed in writing when the process is concluded.
- 8.8. A tender will be considered late if received after the specified date and time. Service providers are therefore strongly advised to ensure that Tenders be despatched allowing enough time for any unforeseen events that delay.

## 9. ENQUIRIES/COMMUNICATION

### 9.1. Contact person for enquiries regarding the completion and submission of the tender document:

Mr Mlungisi Xulu  
Supply Chain Management  
Email: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za)

All clarifications or enquiries must be made in writing and received by the NYDA by 6<sup>th</sup> of September 2022 before 16h00. Telephonic requests for clarification will not be accepted.

## 10. TENDER EVALUATION/ADJUDICATION

Tenders will be evaluated in four (4) phases:

- a) Compliance/eligibility;
- b) Technical/ Functionality;
- c) Quality of work; and
- d) Pricing

## 10.1. COMPLIANCE/ELIGIBILITY

**Applications which do not meet the requirements below will be immediately disqualified.**

Item No.	Description
1	SBD1 - Invitation to bid, A fully completed and duly signed
2	SBD 4 - A fully completed and duly signed declaration of Interest. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate
3	4 copies of the application. 1 marked "Original" and three (3) copied versions of the original in individual envelopes clearly marked as copies
4	Samples – 2 per service applied for e.g. if you applied for Business Plan, provide 2 samples of Business plans
5	Copy of the <b>Company Registration Documents – SP Professional bodies (CIPC Document)</b>
6	Certified copies of <b>ID documents (not older than 3 months)</b> of the registered directors/owners of the company
7	A proof that the bidder is in good standing with SARS. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 <b>prior</b> to the award of the bid.
8	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017
9	Proof of business location i.e. letter from the landlord, copy of utilities bill in the name of the company, proof of ownership etc.
10	Submission of annual audited or reviewed financial statements by an accounting firm.
11	The bidder is required to select the voucher programme they are bidding for, failure to select will result in your proposal not to be considered.
12	Bidder to provide qualifications and CVs for each Voucher programme they are bidding for, failure to do so will result in your bid not to be considered.

## 10.2. TECHNICAL / FUNCTIONALITY EVALUATION AND QUALITY OF WORK

The evaluation of the functionality of the tenders will be evaluated as per the criteria and per category contained in the table below:

**NB: Service provider to provide qualifications and CVs for each Voucher Programme they are bidding for**

### 10.2.1. BUSINESS FEASIBILITY AND BUSINESS PLAN

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Provision of at least four (4) signed positive testimonial letters from existing/previous clients (within past 5 years) where the relevant training was provided which the NYDA may contact for references. The signed letters must include: a brief description of the services that you provided, client name, contact details, value of the project and the level of satisfaction.</b>				
This criterion covers positive testimonial letters from current or previous clients within the previous 5 years	Four signed positive testimonial letters	35	35	Signed positive testimonial letters from existing/previous clients on the company letterhead with contact details
	Three signed positive testimonial letters		25	
	Two signed positive testimonial letters		15	
	No or one testimonial letter provided		0	



Category	Sub criteria	Total score	Score	Form of Evidence
<b>Demonstration of adequate empowerment in the ownership structure</b>				
This criterion covers the ownership structure of the company of the company.	100% Youth Owned	10	10	CIPC Registration documents or detailed CSD report
	51% youth Owned		5	
	33% Youth owned		3	
	0% Youth owned		0	
<b>Combined Number of years' experience of the project/technical team that will be responsible for service delivery on project/s of similar nature, magnitude and complexity.</b>				
This criterion covers the experience of the project/technical team	10 years and above project experience or Project team with more than 50% youth (18-35 years of age) regardless of overall experience will claim full points	35	35	Detailed CVs of project members team
	7 – 9 years project experience		30	
	5 – 7 years project experience		25	
	3 – 5 years project experience		20	
	minimum 3 years experience		15	
	Less than 3 years experience		10	
<b>Demonstration of adequate relevant qualifications for the project team in relation to the products or services applied for: full qualification in Business Management or Commerce.</b>				
This criterion covers qualifications of the project team	Masters (NQF Level 9)	20	20	Certified copy of qualifications.
	Post Graduate Diploma (NQF Level 8)		15	
	Degree (NQF Level 7)		10	
	Diploma (NQF 6)		5	
	Matric		0	
Total points		100		

**NB:** Any proposal not meeting a minimum threshold of 60 points on functionality will not be considered for further evaluation.

#### 10.2.2. **DIGITAL KNOWLEDGE**

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Company experience doing the projects of similar nature, magnitude, and complexity. The signed letters must include: a brief description of the services that you provided, client name, contact details, value of the project and the level of satisfaction, signed within 24 months.</b>				
This sub-criterion covers company experience.	Four signed positive testimonial letters	35	35	Signed positive testimonial letters from existing/previous clients on the company letterhead with contact details
	Three signed positive testimonial letters		20	
	Two signed positive testimonial letters		15	
	No or one positive testimonial letter		0	

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Demonstration of adequate empowerment in the ownership structure of the company.</b>				
This criterion covers the ownership structure of the company.	100% youth owned	10	10	CIPC Registration documents or detailed CSD report
	51% Youth owned		5	
	33% youth owned		3	
	0% Youth Owned		0	
<b>Combined Number of years' experience of the project/technical team that will be responsible for service delivery on project/s of similar nature, magnitude and complexity.</b>				
This criterion covers experience of the project/technical team	10 years and above project experience or Project team with more than 50% youth (18-35 years of age) regardless of overall experience will claim full points	35	35	Detailed CVs of project team members
	7 – 9 years project experience		25	
	5 – 7 years project experience		15	
	3 – 5 years project experience		10	
	minimum 3 years experience		5	
	Less than 3 years experience		0	
<b>Demonstration of adequate relevant qualifications for the project team in relation to the products or services applied for: Full qualification in Marketing and Public relations.</b>				
This criterion covers qualifications of the project team	Masters (NQF Level 9)	20	20	Certified copy of qualifications.
	Post Graduate Diploma (NQF Level 8)		15	
	Degree (NQF Level 7)		10	
	Diploma (NQF 6)		5	
	Matric		0	
Total points		100		

**NB:** Any proposal not meeting a minimum threshold of 60 points on functionality will not be considered for further evaluation.

### 10.2.3. SAFETY FILE

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Company experience doing the projects of similar nature, magnitude, and complexity. The signed letters must include: a brief description of the services that you provided, client name, contact details, value of the project and the level of satisfaction, signed within 24 months.</b>				
This sub-criterion covers company experience.	Four positive testimonial letters	35	35	Signed positive testimonial letters from existing/previous clients on the company letterhead with contact details
	Three positive testimonial letters		20	
	Two positive testimonial letters		15	
	No or one positive testimonial letter		0	

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Demonstration of adequate empowerment in the ownership structure</b>				
This criterion covers the ownership structure of the company.	100% Youth owned	10	10	CIPC Registration documents or detailed CSD report
	51% Youth owned		5	
	33% Youth owned		3	
	0% Youth owned		0	
<b>Combined Number of years' experience of the project/technical team that will be responsible for service delivery on project/s of similar nature, magnitude and complexity.</b>				
This criterion covers experience of the project/technical team	10 years and above project experience or Project team with more than 50% youth (18-35 years of age) regardless of overall experience will claim full points	35	35	Detailed CVs of project team members
	7 – 9 years project experience		25	
	5 – 7 years project experience		15	
	3 – 5 years project experience		10	
	minimum 3 years experience		5	
	Less than 3 years experience		0	
	<b>Demonstration of adequate relevant qualifications for the project team in relation to the products or services applied for: Full qualification in Occupational Health and Safety.</b>			
This criterion covers qualifications of the project team	Masters (NQF Level 9)	20	20	Certified copy of qualifications.
	Post Graduate Diploma (NQF Level 8)		15	
	Degree (NQF Level 7)		10	
	Diploma (NQF 6)		5	
	Matric		0	
Total points		100		

**NB:** Any proposal not meeting a minimum threshold of 60 points on functionality will not be considered for further evaluation.

#### 10.2.4. WEB BASED ACCOUNTING SERVICES AND E-COMMERCE

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Company experience doing the projects of similar nature, magnitude, and complexity. The signed letters must include: a brief description of the services that you provided, client name, contact details, value of the project and the level of satisfaction, signed within 24 months.</b>				
This sub-criterion covers company experience.	Four signed positive testimonial letters	35	35	Signed positive testimonial letters from existing/previous clients on the company letterhead with contact details
	Three signed positive testimonial letters		20	
	Two signed positive testimonial letters		15	
	No or one positive testimonial letters		0	
<b>Demonstration of adequate empowerment in the ownership structure</b>				
This criterion covers	100% Youth owned	10	10	

Category	Sub criteria	Total score	Score	Form of Evidence
the ownership structure of the company.	51% Youth owned		5	CIPC Registration documents or detailed CSD report
	33% Youth owned		3	
	0% Youth owned		0	
<b>Combined Number of years' experience of the project/technical team that will be responsible for service delivery on project/s of similar nature, magnitude and complexity.</b>				
This criterion covers experience of the project/technical team	10 years and above project experience or Project team with more than 50% youth (18-35 years of age) regardless of overall experience will claim full points	35	35	Detailed CVs of project members team
	7 – 9 years project experience		25	
	5 – 7 years project experience		15	
	3 – 5 years project experience		10	
	minimum 3 years experience		5	
	Less than 3 years experience		0	
<b>Demonstration of adequate relevant qualifications for the project team in relation to the products or services applied for: Full qualification in Commerce or Accounting or Business Management or Information Systems.</b>				
This criterion covers qualifications of the project team	Degree (NQF Level 7)	20	20	Certified copy of qualifications.
	Diploma (NQF 6)		10	
	Matric		0	
Total points		100		

**NB:** Any proposal not meeting a minimum threshold of 60 points on functionality will not be considered for further evaluation.

**Service provider to provide qualifications and CVs for each Voucher Programme they are bidding for**

### 10.3. Phase 3: QUALITY OF WORK

Criteria	Score (minimum score of 2 qualifies the application to the next step)
<b>QUALITY OF WORK</b> Review quality of work on the samples submitted to ensure that it meets the deliverables expected <ul style="list-style-type: none"> <li>• Below standard as per the product guidelines = Value 1</li> <li>• Meets the standard on the product guidelines = Value 2</li> <li>• Above standard as per the product guidelines = Value 3</li> </ul>	Final Score =  List the recommended services : 1. 2. 3. 4. 5.

Applicants that scores two (2) or more under quality of work will proceed to the next stage of evaluation, i.e., Pricing.

### 10.4 SITE VISITS

NYDA reserves the right to conduct visits to verify information in the application form in relation to the following minimum requirements

- a) Staffing : dedicated full time employed personnel as per the submitted CVs. This is to verify staff members cited in the application exists and are stationed at the office;
- b) Location : a dedicated space which serves as an office either physical or remote office space;
- c) Accessibility : Ease of access to the offices with a visible address; and
- d) Basic infrastructure : telephone/cellphone that is used for the company, fax number, email address, basic office furniture

Site visit Checklist	Yes	No	Comments
Staffing – Employed personnel			
Location			
Accessibility			
Basic infrastructure			

**NB: Bidder who fails to meet any of the above requirement will disqualified.**

### 10.5 Phase 4: Pricing

SERVICES	Description	Indicate Price based on budget (excl VAT)	Voucher Value including VAT	Please tick(✓)
<b>Voucher programme 1</b>				
Business Feasibility	Price per business feasibility report	R12 500,00		
Business Plan	Price per business plan produced	R22 500,00		
<b>Voucher programme 2</b>				
Digital Marketing Voucher	Price per young person trained on digital marketing	R500,00		

<b>Voucher programme 3</b>				
Web based accounting systems	Training & Licence fees per month/ per business	R500,00		
E-commerce	Price per month for online business hosted	R220,00		
<b>Voucher programme 4</b>				
Safety Voucher	File per safety file produced	R20 000,00		

**NB: The bidder to indicate which programme they are bidding for.**

### 10.6 Price instruction

- Bidder must note that prices are fixed.
- All prices quoted will remain firm for thirty (36) months.
- Pricing should include VAT if applicable and must be in South African Rand.

## 11. SPECIAL CONDITIONS

- 11.1 NYDA reserves the right to withdraw or amend terms of reference/specifications by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 11.2 NYDA reserves the right not to award any of the tenders submitted.
- 11.3 The cost of preparing the tenders will not be reimbursed.
- 11.4 Shortlisted bidders may be invited for presentations.
- 11.5 Successful bidder will be required to sign a confidentiality/non-disclosure agreement.
- 11.6 NYDA reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.
- 11.7 NYDA reserves the right to withdraw the awarding of the bid if the organisation and the successful bidder are unable to agree on the terms and conditions of the agreement within 60 calendar days of the awarding of this bid.
- 11.8 All contracts entered into by the organisation are subject to the attached general conditions of contract.

## 12 REVIEW PROCESS

- 12.1 In order to evaluate and adjudicate tenders effectively, it is imperative that bidders submit responsive tenders. To ensure a tender will be regarded as responsive it is imperative to comply with all conditions pertaining to the tender and to complete all the mandatory fields and questionnaires.
- 12.2 All tenders duly lodged as per the tender requirements will be evaluated in accordance with the stipulated evaluation criteria.

12.3 NYDA may require presentations from short-listed bidders as part of the tender process.

### **13 REASONS FOR REJECTION**

13.1 Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published by the NYDA. Any effort by a bidder to influence the tender evaluation, tender comparisons or tender award decisions in any matter, may result in rejection of the tender concerned.

13.2 **NYDA** shall reject a tender if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

13.3 **NYDA** reserves the right to contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparisons or award decisions in any manner, may result in rejection of the quote/proposal concerned.

**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 interest<sup>1</sup> 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:

.....  
.....

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 - SBD 6.1**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an

invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: := .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as

shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**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)**



## 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 anything 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](http://www.treasury.gov.za)

**4. Standards -**

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

**4. Use of -  
consent,  
contract  
plan,  
documents and  
the  
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, 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.

**5. Patent -  
claims  
rights**

**6.1** The supplier shall indemnify the purchaser against all third-party of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**6. Performance -  
award,  
security**

**7.1** Within thirty (30) days of receipt of the notification of contract 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.

**7. 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 -  
accordance  
documents**

**10.1** Delivery of the goods shall be made by the supplier in 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.

**11. Insurance -**

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

**3. Contract –  
be  
Amendments  
concerned.**

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

**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 –**

**21.1** Delivery of the goods and performance of services shall be made by

**supplier's performance** 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 –  
of  
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 –  
or  
and countervailing  
amount of a  
duties and rights**

**24.1** When, after the date of bid, provisional payments are required, antidumping or countervailing duties are imposed, or the 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 –  
the  
Disputes  
contract,**

**27.1** If any dispute or difference of any kind whatsoever arises between purchaser and the supplier in connection with or arising out of the 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 –  
in the  
of liability**

**28.1** Except in cases of criminal negligence or willful misconduct, and 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 –  
other  
language**

**29.1** The contract shall be written in English. All correspondence and 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.

**General Conditions of Contract (revised February 2008)**