



**Vuka Trade and Enterprise
Development Agency**

**APPOINTMENT OF AN INDEPENDENT PANEL OF
PREFERRED SERVICE PROVIDERS FOR THE
BUSINESS SUPPORT PROGRAMME
RFP REFERENCE NO.: V/325/2025/10**

BID CLOSING DATE: WEDNESDAY, 29
OCTOBER 2025 AT 12:30 PM

BIDS MUST BE SUBMITTED TO
RFP325@VUKA.ORG.ZA

NOTICE INVITING TENDER

To: All Interested and Eligible Service Providers

Subject: Request for Proposal (RFP) for the Appointment of an Independent Panel of Preferred Service Providers for the Business Support Programme

RFP Reference: V/325/2025/10

1. The Vuka Trade and Enterprise Development Agency ("VUKA" or "the Agency") is pleased to invite interested and qualified service providers to submit competitive proposals for appointment to an Independent Panel of Preferred Service Providers.
2. This initiative aims to establish a pre-qualified panel of experts to be engaged on an ad-hoc basis, providing agile and high-quality business support services to both the Agency and its growing portfolio of South African Start-ups, SMMEs and entrepreneurs.
3. To ensure the seriousness and financial commitment of all bidders, a mandatory refundable tender security deposit of R37,500.00 (Thirty-Seven Thousand Five Hundred Rand) is required. The security deposit will be verified as part of a pre-qualification audit. This deposit must be submitted within 3 business days of the Agency's formal acknowledgment of your bid submission.

Furthermore, the successful tenderer(s) will be required to provide a performance security of R200,000.00 (Two Hundred Thousand Rand) in the form of an irrevocable Performance Bank Guarantee from a registered South African financial institution. This guarantee shall be valid for the entire contract period entered into.

4. Selected service providers will be expected to:
 - a) Consistently deliver services that meet or exceed the Agency's quality standards and performance metrics.
 - b) Maintain the highest standards of professionalism and integrity in all dealings with the Agency and its clients.
 - c) Demonstrate full compliance with all mandatory tender requirements, subsequent contractual agreements, and the Agency's operational guidelines.
5. Interested bidders that meet the stipulated eligibility criteria are required to prepare and submit their competitive bids in the format prescribed in the full RFP document.
6. All bids must be submitted electronically to RFP325@VUKA.ORG.ZA on or before 12:30pm Wednesday, 29 October 2025.

We look forward to receiving your competitive proposals and partnering with you to empower South African enterprise.

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B. Response Format (Returnable Schedules)

INSTRUCTIONS ON HOW TO COMPLETE THE BID DOCUMENT

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly named):

Returnable Schedule 1

The following documents must be submitted together in an electronic folder clearly marked "Schedule 1":		
No.	Description of the Documents	Tick (✓)
1.1	Executive Summary (explaining how you understand the requirements of this RFP and the summary of your bid response)	
1.2	Annexure 1 of this RFP document (duly completed and signed)	
1.3	Original and valid Tax Clearance Certificate(s) (TCC)	
1.4	Originally certified copies of bidder's CIPC company registration documents (listing all members with percentages, in case of a CC)	
1.5	Originally certified copy of ID document for the Company Representative	
1.6	Certified copy of a resolution by Board of Directors authorising the person to sign the bid (where applicable)	
1.7	Latest Financial Statements	
1.8	Annexure 2 of this RFP document (duly completed and signed)	
1.9	Annexure 3 of this RFP document (duly completed and signed)	
1.10	Annexure 4 of this RFP document (duly completed and signed)	
1.11	Annexure 5 of this RFP document (duly completed and signed)	
1.12	Annexure 6 of this RFP document (duly completed)	
1.13	Annexure 9 of this RFP document (duly completed and signed)	
1.14	Annexure 10 of this RFP document (duly completed and signed)	
1.15	Valid B-BBEE verification certificate / sworn affidavit	
1.16	Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)	
1.17	Company profile	

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (1.3- 1.7, 1.9-1.11 and 1.15) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

Returnable Schedule 2

The bidder must complete and /or attach the information set out below and submit it with this schedule. The bidder may also attach any or supporting documents to enhance its response. The response must include the following:

- Completed Technical Evaluation Criteria (see notes below) with all required information clearly cross-referenced to the relevant requirement
- Annexure 7 of this RFP document (duly completed)

Notes:

- Bidders are required to submit a bid response for each service category that the bidder is bidding for. Each folder submission must be clearly marked indicating: Schedule 2, Service Category, and Service Code.
- Bidders that are bidding for General Business Support and/ or Functional Management Areas must submit separate folder responses for each province that the bidder has presence in i.e. each province is regarded as a separate Service Category.

2. Proprietary Information

Vuka Trade and Enterprise Development Agency (“VUKA”) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to VUKA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of VUKA.

3. Enquiries

3.1. All communication and attempts to solicit information of any kind relative to this RFP should be channelled in writing to:

Email address: smthembu@vuka.org.za / bleroni@vuka.org.za

3.3 The enquiries will be consolidated and VUKA will issue one response and such response will be posted, onto the VUKA website (www.vuka.org.za) under tenders i.e. next to the same RFP document.

3.3 The VUKA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the VUKA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

4. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of 120 days counted from the bid closing date.

5. Instructions on submission of Bids

5.1 Bids must be submitted electronically (via email) to RFP325@VUKA.ORG.ZA in clearly marked accessible zipped folders for each category. **RFP Responses must be submitted by no later than 12:30 PM on Wednesday, 29 October 2025.**

5.2 Bids must be submitted in the prescribed response format, herein reflected as Response Format.

5.3 Responses may be split-up and submitted in separate emails, or may be submitted using the following electronic easy-to-use link sharing feature mediums:

- **WeTransfer**, go to www.wetransfer.com
- **Dropbox**, go to www.dropbox.com
- **Google Drive**
- **Microsoft OneDrive**

5.4 All documents must be accessible and free of passwords.

5.5 Where a bid response is not received at the time of the bid closing, such a bid document will be regarded as a late bid. It is the VUKA’s policy not to consider late bids for tender evaluation.

5.6 Amended bids may be sent in a separated email marked “Amendment to bid” and should be submitted before the closing time.

6. Tender and Performance Security

6.1 Tender Security: A mandatory, refundable tender security deposit of **R37,500.00 (Thirty-Seven Thousand Five Hundred Rand)** is required from all bidders. This deposit **must be submitted within 3 business days of the Agency's formal acknowledgment of your bid submission** and serves as a guarantee of your serious intent. The deposit is subject to forfeiture if the selected bidder fails to proceed, withdraws its proposal, or breaches the tender terms. Verification will form part of the pre-qualification audit, which includes site visits to the bidder's corporate and/or regional offices.

6.2 Performance Security: The successful tenderer will be required to provide a performance security of **R200,000.00 (Two Hundred Thousand Rand)** in the form of an irrevocable Performance Bank Guarantee from a registered South African financial institution. This guarantee must be valid for the entire contract period.

6.3 Standard Conditions for Refund and Forfeiture

6.3.1 Tender Security Deposit of R37,500.00 (Thirty-Seven Thousand Five Hundred Rand) is fully refundable under the following conditions:

- To unsuccessful bidders after the tender award process is concluded.
- To the successful bidder upon the signing of the formal contract and, upon the provision of a Performance Guarantee.

6.3.2 The tender security deposit may be forfeited in whole or in part if the successful bidder:

- Fails or refuses to proceed with the contract after being awarded.
- Withdraws their bid during the validity period specified in the RFP.
- Fails to sign the contract after award / Fails to provide the required Performance Guarantee upon contract signing.

7. Preparation of Bid Response

7.1 All the documentation submitted in response to this RFP must be in English.

7.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.

7.3 Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

7.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by VUKA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

7.5 A valid tax clearance certificate must be included in the bid response, or proof of application endorsed by SARS in this regard.

8. Supplier Performance Management

Supplier Performance Management is viewed by the VUKA as a critical component in ensuring value for money acquisition and good supplier relations between the VUKA and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the VUKA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to VUKA's business.

Successful bidders will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

9. Supplier Development

The VUKA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the VUKA and the successful bidder.

10. VUKA's Rights

10.1 The VUKA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the VUKA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the VUKA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

10.2 To protect both the Vuka Trade and Enterprise Development Agency (the "Client") and the integrity of the bidding process itself, the VUKA reserves the right to request a tender security deposit.

10.3 The VUKA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the VUKA.

10.4 The VUKA reserves the right to award this bid as a whole or in part.

10.5 The VUKA reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.

10.6 The VUKA reserves the right to consider the guidelines and prescribed hourly remuneration rates for service provider as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.

10.7 The VUKA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the VUKA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.

11. Undertakings by the Bidder

11.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the VUKA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

11.2 The bidder shall prepare for a possible presentation should VUKA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this RFP.

11.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the VUKA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

11.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

11.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with VUKA, as the principal(s) liable for the due fulfilment of such contract.

11.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become VUKA property unless otherwise stated by the bidder/s at the time of submission.

11.7 The bidders agrees to provide the Vuka Trade and Enterprise Development Agency with a mandatory tender security deposit, which is fully refundable under the standard conditions outlined in this document.

11.7.1 Standard Conditions for Refund and Forfeiture

1. Refund: The Tender Security Deposit will be fully refunded to the Bidder:

- If the Bidder is unsuccessful; or
- Upon the successful signing of the contract by the winning Bidder.

2. Forfeiture: The Vuka Trade and Enterprise Development Agency shall have the right to forfeit the Tender Security Deposit, if the successful Bidder:

- Fails or refuses to execute the contract after being awarded; or
- Withdraws its bid during the validity period specified in the RFP; or
- Fails to sign the contract after award / Fails to provide the required Performance Guarantee upon contract signing.

12. Reasons for disqualification

12.1 The VUKA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:

12.1.2 bidders who do not submit a valid and original Tax Clearance Certificate or proof of application of such as endorsed by SARS **on the closing date and time of the bid**;

12.1.3 bidders who submit incomplete information and documentation according to the requirements of this RFP document;

12.1.4 bidders who submit information that is fraudulent, factually untrue or inaccurate information;

12.1.5 bidders who do not comply with mandatory requirements if stipulated in the RFP document;

12.1.6 bidders who fail to comply with FICA requirements;

12.1.7 bidders who fail to comply with the tender security deposit requirement;

13. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

13.1 Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:

- Submission of a valid Tax Clearance Certificate as referenced in 1.3 above
- Submission of Company Registration Forms as referenced 1.4 above
- Submission of ID copy for the Company Representative as referenced in 1.5 above
- BEE Status Certification as referenced in 1.15 above
- Submission of Tender security as referenced in 6.1 above
- Completion of all Required Bidding Documents, as reflected in this RFP, which covers the following:
 - ❖ Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP
 - ❖ Annexure 1: Acceptance of Bid Conditions
 - ❖ Annexure 2: Bidders Information
 - ❖ Annexure 6: Pricing Schedule
 - ❖ Annexure 7: Bidder's Experience & Project Team

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

13.2 Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

13.2.1 Other Functional/ Technical Requirements

With regard to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

Criteria for Small and Medium Sized Entities

ELEMENT	WEIGHT
Relevant Experience of the Bidder/Bidder's team	55%
Experience in working with Youth entrepreneurs	10%
The Bidder's Recommendation/ Reference Letters	20%
Retention Strategy	5%
The bidder's Value Proposition	10%
TOTAL	100%

Note: Only bidders who achieved a technical score of more than 70% per service category will be considered further in terms of B-BBEE

Large Sized Entities

ELEMENT	WEIGHT
Relevant Experience of the Bidder	25%
Experience in working with Youth entrepreneurs	10%
The Bidder's Recommendation/ Reference Letters	15%
The Bidder's Capacity of Resources/ Experts	20%
Retention Strategy	5%
The Bidder's Value Proposition	15%
The Bidder's Willingness to Accept Joint Engagement for Individual Assignments with Small Black-Owned Entities	10%
TOTAL	100%

Note: Only bidders who achieved a technical score of more than 70% per service category will be considered further in terms of B-BBEE.

13.3 Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
B-BBEE	10

Note:

VUKA reserves the right to appoint a limited number of bidders to the panel of Experts/ Service Providers for the provision of Professional Services to the VUKA and will apply the provisions of the PPPFA in determining the Top Scoring Bidders.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

1.1 Should a bidder have reason to believe that the Functional Requirements are not open/ fair and/or are written for a particular service provider; the bidder must notify VUKA Procurement.

1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Introduction

The Vuka Trade and Enterprise Development Agency (“VUKA” or “the Agency”) is a specialized joint venture of the Development Bank of Southern Africa (DBSA) and the Industrial Development Corporation (IDC). Established to address enterprise development and growth issues, through projects that prove their economic, social and environmental worth, the Agency invests in and supports South African start-ups and SMMEs on their journey to achieve scale and become globally competitive leaders.

VUKA’s Operations Head Office provides business support services to prospective and existing VUKA clients through the Business Support Programme (BSP). Business support is provided through VUKA’s head office, and at the partner service providers’ regional offices established in all the provinces of South Africa. The BSP focuses predominantly on small, micro and medium enterprises (SMMEs). The aim of the BSP is to promote the long-term viability and sustainability of VUKA-funded businesses and the promotion of entrepreneurship through consultancy services and training.

The BSP engages outsourced service providers to render business support services. The consultancy costs are generally shared between the VUKA and its business partners.

3. Purpose of this Tender

The VUKA wishes to establish a new panel of preferred service providers to be engaged on an ad hoc basis to render business support services to VUKA and its clients.

4. Background Information

4.1 BSP provides technical assistance to its clients in the form of management consulting, advice, guidance, mentoring and B-BBEE consulting. Various Strategic Business Units (SBUs) and departments within VUKA would request business support services from the BSP on behalf of their clients. The BSP engages outsourced service providers to provide the services.

Hereunder is the process that BSP follows leading to the engagement of the service providers:

- BSP receives a request from the SBU/department.

- BSP screens the request to ensure fit with the BSP mandate.
- BSP conducts business diagnosis to determine business support needs, intervention objectives, estimated costs and timeframe for the intervention. These issues are included in the Terms of Reference (ToR) for each intervention.
- The client representatives, the BSP representative and SBU/department representative all sign the ToR to indicate agreement on the content of the ToR.
- Business support funding approval is requested from the relevant VUKA funding authority.
- The BSP identifies the appropriate service provider(s) on the business support panel of service providers for engagement with the client.
- BSP contacts the service provider(s) identified and, if available for engagement, is required to provide an Action Plan for the intervention, which must be acceptable to the client and VUKA.
- BSP issues a Letter of Engagement to the service provider(s) to be signed-off before engaging with the client.

Service provider(s) implements and submits reports, timesheets and invoices on a regular basis as per the ToR and/or the Letter of Engagement. The BSP provides ongoing monitoring of the performance of the service provider(s) to ensure compliance with the ToR. The service provider(s) submits an exit report on completion of the intervention. No invoice is paid without supporting reporting documentation.

4.2 Engagements and Demands

An engagement with a client ranges from as little as a few days to an average of about 60-man days. There is usually an initial stage where the bulk of hours are used in analysis, design and implementation of a solution, with a tail-end of monitoring that could go on for up to two years afterwards.

VUKA's current client base is approximately 158,407 clients. Approximately 64% of new funding and finance approvals in the last financial year were for Start-ups and SMEs who could potentially receive business support.

4.3 Instances where Business Support is provided

The need for business support is determined either when VUKA receives applications from entrepreneurs to finance their existing/future businesses or in the normal course of monitoring existing VUKA clients. In cases where the entrepreneurs and managers in those enterprises have limited business management skills and experience or face management challenges then business support intervention would be required.

This usually happens with small and medium-sized enterprises (SMEs) where entrepreneurs and managers, together with their staff (and in some cases members of the board of directors) may require support and training to improve their management abilities to run their businesses successfully. Business support could be provided in areas such as general management, marketing and sales, production, finance and accounting, human resources and organizational development, policy development, corporate governance, strategy and business planning, etc.

Below are some examples of the types of clients that would require business support:

4.3.1 Clients in the pre-establishment phase

- Prospective clients who have submitted applications for finance at VUKA but their business plans require enhancement and supporting documents in order to complete assessment of their applications.
- Prospective clients who have submitted applications for finance at VUKA but their applications lack information such as proof of market acceptance, detailed market study, environmental impact assessment and quantity survey report.

4.3.2 Clients in the start-up phase

- Clients that need assistance and guidance to commence business.
- Clients needing assistance in dealing with teething problems.
- Clients involved in acquisition of going concerns and require assistance with transition into the new management regime.
- Clients with limited management experience who require support.
- Clients requiring assistance with the establishment of processes, systems and controls in various functions in their businesses.
- Clients requiring support in financial management and reporting.
- Assistance to comply with corporate obligations (e.g. tax, environmental, health and safety, corporate governance, skills development, HIV/AIDS plan, etc.)

4.3.3 Clients in the growth phase

- Clients requiring assistance with industry and market research.
- Clients requiring assistance with product development.
- Clients expanding their operations.
- Clients requiring assistance with the analysis and improvement of processes, systems and controls in various functions in their businesses.
- Clients requiring support in financial management and reporting.
- Clients requiring assistance in improving sales performance.

4.3.4 Clients in the maturity phase

- Clients requiring support to consolidate their operations.
- Clients requiring to put the business on a new growth path.
- Clients requiring support to diversify product or service offerings.

4.3.5 Clients in the decline phase

- Clients in decline or distress and require turnaround or re-engineering to overcome their challenges.

4.4 Use of Service providers

The BSP makes use of service providers to render business support to VUKA clients. Before a service provider is engaged with a client, terms of reference are documented to outline the nature of consulting

work to be performed, the issues to be addressed and desired outcome, the time frame and budget. A suitable service provider is selected from the panel that best matches the following criteria:

- Skills, knowledge and experience relevant to the client's business and industry/sector.
- Consulting expertise appropriate for task at hand.
- Proximity to the client, and/or willingness to travel to client's business premises.
- Availability when required.
- Competitive consulting rates

5. Types of Service Providers Required

The VUKA intends to establish a panel of service providers with certain types of skills, knowledge, experience and expertise that would be used to provide business support assistance to its clients. Mainly business support requires the following types of service providers:

- Service providers with generalist skills
- Service providers with expertise in specific industries/sectors or sub-sectors
- Service providers with expertise in specific functions
- Mentors

Below is a brief explanation of the above service provider groupings **(Please refer to Annexure 8 of this document for the specifications of required services)**:

5.1 Service providers with Generalist Skills (General Business Support)

These are service providers with knowledge, skills, or interest in several business management areas or functions but with no specialty. For example, they would have consulting skills in the areas of policy and governance, business strategy, general management, marketing, sales, finance, accounting, human capital, production, etc. These service providers must be able to support clients' management and members of the board of directors of their companies in planning, analysing and implementing interventions. They would also be expected to monitor implementation by the clients. They must also have the ability to coach, mentor, handhold and nurture entrepreneurs, board members, managers and employees.

5.2 Service providers with industry/sector or sub-sector expertise (Industry/Sector Experts)

These are service providers with industry/sector or sub-sector specific expertise. They will be required to provide expert consulting services in specific industries, sectors or subsectors, which would be in line with VUKA's mandate and strategic business units (SBUs).

5.3 Service providers with expertise in specific functions (Functional Management Areas)

The BSP may need to engage service providers with expertise in the following functions/activities:

- Policy development
- Process development and mapping
- Business strategy
- Business diagnosis

- Business turnaround
- Business process reengineering
- Productivity improvement (Kaizen and 5S activities)
- Change management
- Human capital
- Cost and management accounting
- Financial accounting
- Preparation and auditing of financial statements
- Enterprise Resource Planning (ERP) systems provision, installation and training
- Marketing strategy
- Market research/studies
- Market development
- Development and implementation of sales framework (sales planning, strategy, forecasting, monitoring, establishment of distribution networks etc.)

5.4 Service providers with specialised services

- Environmental Impact Assessment (EIA)
- Environmental, Health and Safety (EHS) assessment, policies and procedures
- Quality certification or accreditation
- Establishment of trusts and cooperatives
- Technical assessment

5.5 Mentors and Coaches

Mentoring is a long-term practical approach to guiding entrepreneurs to develop their own abilities and insights as they start and grow their business. It is a relationship between a mentor and a mentee in which experimentation, exchange and learning can occur and skills, knowledge and insight can be developed.

Coaching is a short-term task-oriented process whereby the coach imparts specific skills to the coached in order to achieve overall developmental objectives.

6. General Minimum Requirements for Service providers

6.1 The service provider must possess the following attributes:

- Ability to plan, analyse, implement and monitor business support interventions
- Monitor client's activities, and help the client correct failures or introduce improvements in the business
- Demonstrate the financial impact of any decision made in a business
- Ability to prepare comprehensive intervention reports on progress achieved
- Ability to account for one's consulting activities and accurately prepare timesheets and invoices for work done
- Ability to interview and interact with clients at all levels in an organization
- Ability to communicate verbally and in writing in the relevant official language.
- Ability to transfer skill and knowledge to clients

- Ability to guide, counsel, advice and mentor clients
- Make recommendations to the client in an effective manner
- Ability to develop and maintain good working relationships with clients
- Presentation skills
- Ability to patiently engage with illiterate and semi-literate entrepreneurs
- Willingness to consult to businesses based in rural areas as well as an understanding of cultural dynamics in those areas.

7. Communication

To ensure effective communication with clients, it is desirable that service providers should be in a position to converse with the targeted clients in the languages they understand best over and above being able to communicate in English.

8. Specific objective of the tender

The VUKA would also like to promote broad based transformation and development of small and medium entities which provide the required services across different sectors; and as such will appoint bidders in the following categories.

The bidder must indicate, in the table below, with a tick (✓) the relevant entity size:

ENTITY CATEGORIES	DEFINITION	PLEASE TICK (✓)
Category 1: Small Entities	Entity with an annual turnover of not more than R10 million	
Category 2: Medium Entities	Entity with an annual turnover greater than R10 million but below R50 million	
Category 3: Large Entities	Entity with an annual turnover greater than R50 million	

Note: The bidder must submit their latest Financial Statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history, must submit a letter from their independent accounting firm confirming their financial status and / or projections.

It is for this purpose that the VUKA will be using different evaluation criteria for the small and medium sized entities as depicted in Section 2 (A) of this document and a different set of evaluation criteria applicable to large entities as depicted in Section 2 (B) of this document.

9. Scope of Service

The required services have been categorised into different specialisation and sectors as reflected below, bidders will be required to render to VUKA, on a need basis, the below services:

SERVICE CATEGORY	SERVICE CODE
GENERAL BUSINESS SUPPORT	
NW	GEN/1001
FS	GEN/1002
KZN	GEN/1003
WC	GEN/1004
EC	GEN/1005
MP	GEN/1006
LIM	GEN/1007
NC	GEN/1008
GP	GEN/109
SERVICE CATEGORY	SERVICE CODE
FUNCTIONAL MANAGEMENT AREAS	
NW	FUN/1001
FS	FUN/1002
KZN	FUN/1003
WC	FUN/1004
EC	FUN/1005
MP	FUN/1006
LIM	FUN/1007
NC	FUN/1008
GP	FUN/1008
MENTORSHIP AND COACHING	MEN/1000
SERVICE CATEGORY	SERVICE CODE
INDUSTRY/SECTOR EXPERTS	
AGRO-PROCESSING AND AGRICULTURE	AGRO/1000
BASIC METALS AND MINING	BMM/1000
BASIC AND SPECIALTY CHEMICALS	BSC/1000
CLOTHING & TEXTILES	TEXTILES/1000
HEAVY MANUFACTURING	HEAVYMAN/1000
CHEMICAL PRODUCTS & PHARMACEUTICALS	CPP/1000
MACHINERY & EQUIPMENT	MACHEQU/1000
LIGHT MANUFACTURING & TOURISM	LMANT/1000
AUTOMOTIVE & TRANSPORT EQUIPMENT	AUTOMOTIVE1000
INDUSTRIAL INFRASTRUCTURE	INDUSTRIALIN/1000
MEDIA AND MOTION PICTURES	MEDIA/1000
NEW INDUSTRIES	NEWIND/1000
SOCIO ECONOMIC DEVELOPMENT	SED/1000
WORKOUT & RESTRUCTURING	W&R/1000
ENVIRONMENTAL, HEALTH & SAFETY	EHS/1000

NOTE: Bidders are required to submit a bid response in a separate folder for each category the bidder is bidding. Each submission must clearly indicate the service category the bidder is bidding for. Please refer to Annexure 2 of this bid document for the format in which the required formation must be provided.

10. Project Timelines

The appointed service provider(s) will be required to start immediately after signing the contract and provide the services, on a need basis, for a period of five (5) years, subject to annual review of service provider's performance.

11. Mandatory Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Note: This mandatory requirement is applicable to all bidders/ entity categories.

Mandatory	Comply	Not Comply
The bidder must confirm that they have read and understood the terms and conditions set out in the attached Service Level Agreement (Annexure 10) which terms and conditions the bidder accepts, in the event that the VUKA awards contract to the bidder pursuant to this bid. The bidder must complete the missing information on the Service Level Agreement as indicated and will be required to sign off on the terms and conditions together with initialling each page of the terms and conditions.		
Substantiate / Comments		

12. SECTION 2 (A) TECHNICAL EVALUATION CRITERIA FOR SMALL & MEDIUM SIZED ENTITIES

Name of Bidder: _____

Service Category: _____

Code: _____

Authorised signatory: _____

Note: This must be completed for each Service Category the bidder is bidding for.

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Note: The VUKA will consider bids which best meet its technical requirements and bidders are required to provide relevant and comprehensive information to indicate its compliance with the stated technical requirements.

12.1.1 EXPERIENCE OF THE BIDDER/BIDDER'S TEAM	Comply	Partially Comply	Not Comply
The bidder or resources/ experts in its current employ must have demonstrable experience in the service categories that the bidder is bidding for. The bidders must submit, as part of its proposal, the following: • Details of recent projects the bidder has worked on for each service category the bidder is bidding for. Please refer to Table (a) of Annexure 7 of this document for the format in which the required information must be provided; or • List of resources/ experts in the current bidder's employ. Please refer to Table (b) Annexure 7 of this document for the format in which the required information must be provided. • CVs of the resources/ expert(s); and the CVs must clearly highlight qualifications, areas of experience/ competence and networks relevant to the sector/service category(s) the bidder is bidding for. The CV must also indicate language proficiency. • The following information must be provided: (i.e. challenge/problem at the company where the service provider was engaged, how the service provider intervened, what the outcome of the intervention was).			
Substantiate / Comments			

12.1.2 EXPERIENCE IN WORKING WITH YOUTH ENTREPRENEURS	Comply	Partially Comply	Not Comply
The bidder or resources/ experts in its current employ must have demonstrable experience in the service categories that the bidder is bidding for. The bidders must submit, as part of its proposal, the following: • Details of recent projects the bidder has worked on for each service category the bidder is bidding for in working with young entrepreneurs. Please refer to Table (c) of Annexure 7 of this document for the format in which the required information must be provided; or • List of resources/ experts in the current bidder's employ. Please refer to Table (b) Annexure 7 of this document for the format in which the required information must be provided. • CVs of the resources/ expert(s); and the CVs must clearly highlight qualifications, areas of experience/ competence relevant to the service category(s) the bidder is bidding for. The CV must also indicate language proficiency. • The following information must be provided: (i.e. challenge/problem at the company where the service provider was engaged, how the service provider intervened, what the outcome of the intervention was).			
Substantiate / Comments			

12.1.3 RECOMMENDATION/ REFERENCE LETTERS	Comply	Partially Comply	Not Comply
The bidder must provide reference/ recommendation letter(s) from a client(s) where the bidder recently provided each service category the bidder is bidding for. The bidder must also furnish the VUKA with relevant contact details of its key clients for reference check purposes.			
Substantiate / Comments			

12.1.4 VALUE PROPOSITION	Comply	Partially Comply	Not Comply
Please indicate your entities value proposition to the VUKA and indicate what sets you apart in each service category you are bidding for. The following and other aspects of the value proposition must be covered: • Matters concerning management and quality control procedures; • Matters concerning effective and efficient communication with the client; • System/Tools used • Indication of how the bidder ensures that they stay abreast of innovations in their specific area of expertise.			
Substantiate / Comments			

12.1.5 RETENTION STRATEGY	Comply	Partially Comply	Not Comply
The bidder must as part of this proposal provide a retention strategy to ensure relevant skills are retained to manage the VUKA contract.			
Substantiate / Comments			

13. SECTION 2 (B) TECHNICAL EVALUATION CRITERIA APPLICABLE TO LARGE ENTITIES

Name of Bidder: _____

Service Category: _____

Code: _____

Authorised signatory: _____

Note: This must be completed for each Service Category the bidder is bidding for.

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Note: The VUKA will consider bids which best meet its technical requirements and bidders are required to provide relevant and comprehensive information to indicate its compliance with the stated technical requirements.

13.1.1 BIDDER'S EXPERIENCE	Comply	Partially Comply	Not Comply
The bidder must have demonstrable experience in the service categories that the bidder is bidding for. The bidder must provide details of recent projects they have worked on, providing for each service category the bidder is bidding for. The experience must be in the following: Consulting to SMEs and/or large businesses within their chosen area(s) of specialization. Please refer to Table (a) of Annexure 7 of this document for the format in which the required information must be provided. The following information must be provided: (i.e. challenge/problem at the company where the service provider was engaged, how the service provider intervened, what the outcome of the intervention was).			
Substantiate / Comments			

13.1.2 EXPERIENCE IN WORKING WITH YOUTH ENTREPRENEURS	Comply	Partially Comply	Not Comply
The bidder must have demonstrable experience in the service categories that the bidder is bidding for. The bidder must provide details of recent projects they have worked on, with youth entrepreneurs for each service category the bidder is bidding for. Please refer to Table (c) of Annexure 7 of this document for the format in which the required information must be provided. The following information must be provided: (i.e. challenge/problem at the company where the service provider was engaged, how the service provider intervened, what the outcome of the intervention was).			
Substantiate / Comments			

13.1.3 RECOMMENDATION/ REFERENCE LETTERS	Comply	Partially Comply	Not Comply
The bidder must provide reference/ recommendation letter(s) from a client(s) where the bidder recently provided each service category the bidder is bidding for. The bidder must also furnish the VUKA with relevant contact details of its key clients for reference check purposes.			
Substantiate / Comments			

13.1.4 CAPACITY OF RESOURCES/ EXPERTS	Comply	Partially Comply	Not Comply
The bidder must have in its current employ resources/ experts that have experience in the service categories the bidder is bidding for. The bidders must submit, as part of its proposal, the following: - List of resources/ expert(s) in the current bidder's employ. Please refer to Table (b) Annexure 7 of this document for the format in which the required information must be provided. - CVs of the resources/ expert(s); and the CVs must clearly highlight qualifications, areas of experience/ competence and networks relevant to the sector/service category(s) the bidder is bidding for. The CV must also indicate language proficiency			
Substantiate / Comments			

13.1.5 VALUE PROPOSITION	Comply	Partially Comply	Not Comply
Please indicate your entities value proposition to the VUKA and indicate what sets you apart in each service category you are bidding for. The following and other aspects of the value proposition must be covered: • Matters concerning management and quality control procedures; • Matters concerning effective and efficient communication with the client; • System/Tools used • Indication of how the bidder ensures that they stay abreast of innovations in their specific area of expertise.			
Substantiate / Comments			

13.1.6 RETENTION STRATEGY	Comply	Partially Comply	Not Comply
The bidder must as part of this proposal provide a retention strategy to ensure relevant skills are retained to manage the VUKA contract.			
Substantiate / Comments			

13.1.7 WILLINGNESS TO ACCEPT JOINT ENGAGEMENT FOR INDIVIDUAL ASSIGNMENTS WITH SMALL BLACK-OWNED ENTITIES	Comply	Partially Comply	Not Comply
The VUKA intends promoting the transformation of the professional services sector across the service categories through inclusive development of small Black-owned entities. Successful bidders may be required from time to time to enter into partnering arrangements with small Black owned entities in the panel. Bidders are required to confirm their acceptance of this condition.			
Substantiate / Comments			

SECTION 4: ANNEXURES

Annexure 1 - Acceptance of Bid Conditions and Bidder's Details

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractors	
Other	

REQUIRED INFORMATION

If Individual Bidder:	
Legal Name of Company	
Trading Name (If applicable)	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Company Office Locations	
☐ Eastern Cape ☐ Free State ☐ Gauteng ☐ KwaZulu-Natal ☐ Limpopo ☐ Mpumalanga ☐ Northern Cape ☐ North West ☐ Western Cape	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner (1)	
Legal Name of Company	
Trading Name (If applicable)	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Company Office Locations	
☐ Eastern Cape ☐ Free State ☐ Gauteng ☐ KwaZulu-Natal ☐ Limpopo ☐ Mpumalanga ☐ Northern Cape ☐ North West ☐ Western Cape	
Scope of work and the value as a % of the total value of the contract	

Partner (2)	
Legal Name of Company	
Trading Name (If applicable)	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Company Office Locations	
☐ Eastern Cape ☐ Free State ☐ Gauteng ☐ KwaZulu-Natal ☐ Limpopo ☐ Mpumalanga ☐ Northern Cape ☐ North West ☐ Western Cape	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Legal Name of Company	
Trading Name (If applicable)	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Company Office Locations	
☐ Eastern Cape ☐ Free State ☐ Gauteng ☐ KwaZulu-Natal ☐ Limpopo ☐ Mpumalanga ☐ Northern Cape ☐ North West ☐ Western Cape	

Sub-contractors	
Legal Name of Company	
Trading Name (If applicable)	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Company Office Locations	
☐ Eastern Cape ☐ Free State ☐ Gauteng ☐ KwaZulu-Natal ☐ Limpopo ☐ Mpumalanga ☐ Northern Cape ☐ North West ☐ Western Cape	
Subcontracted work as a % of the total value of the contract	

Annexure 2 – Bidder’s Information

Request for Proposal No _____

Name of Bidder _____

Authorised signatory _____

Name of Authorised Signatory _____

Position of Authorised signatory _____

1. The Bidder must indicate, in the table below, with a tick (✓) the relevant entity size:

ENTITY CATEGORIES	DEFINITION	PLEASE TICK (✓)
Category 1: Small Entities	Entity with an annual turnover of not more than R10 million	
Category 2: Medium Entities	Entity with an annual turnover greater than R10 million but below R50 million	
Category 3: Large Entities	Entity with an annual turnover greater than R50 million	

2. The bidder must indicate, in the table below, with a tick (☑) the service category the bidder is bidding for:

NOTE: Bidders that are bidding for General Business Support and/ or Functional Management Areas must submit separate responses for each province that the bidder has presence in.

SERVICE CATEGORY	SERVICE CODE	Tick (✓)
GENERAL BUSINESS SUPPORT		
NW	GEN/1001	
FS	GEN/1002	
KZN	GEN/1003	
WC	GEN/1004	
EC	GEN/1005	
MP	GEN/1006	
LIM	GEN/1007	
NC	GEN/1008	
GP	GEN/1009	

SERVICE CATEGORY	SERVICE CODE	Tick (✓)
FUNCTIONAL MANAGEMENT AREAS		
NW	FUN/1001	
FS	FUN/1002	
KZN	FUN/1003	
WC	FUN/1004	
EC	FUN/1005	
MP	FUN/1006	
LIM	FUN/1007	
NC	FUN/1008	
GP	FUN/1009	
MENTORSHIP	MENT/1000	

SERVICE CATEGORY	SERVICE CODE	Tick (✓)
INDUSTRY/SECTOR EXPERTS		
AGRO-PROCESSING AND AGRICULTURE	AGRO/1000	
BASIC METALS AND MINING	BMM/1000	
BASIC AND SPECIALTY CHEMICALS	BSC/1000	
CLOTHING & TEXTILES	TEXTILES/1000	
HEAVY MANUFACTURING	HEAVYMAN/1000	
CHEMICAL PRODUCTS & PHARMACEUTICALS	CPP/1000	
MACHINERY & EQUIPMENT	MACHEQU/1000	
LIGHT MANUFACTURING & TOURISM	LMANT/1000	
AUTOMOTIVE & TRANSPORT EQUIPMENT	AUTOMOTIVE1000	
INDUSTRIAL INFRASTRUCTURE	INDUSTRIALIN/1000	
MEDIA AND MOTION PICTURES	MEDIA/1000	
NEW INDUSTRIES	NEWIND/1000	
SOCIO ECONOMIC DEVELOPMENT	SED/1000	
WORKOUT & RESTRUCTURING	W&R/1000	
ENVIRONMENTAL, HEALTH & SAFETY	EHS/1000	

Annexure 3 - Supply chain management practices questionnaire

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

[Note to the Respondent: The Respondent must complete the information set out below. If the Respondent requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

The bidder must complete the following questionnaire.

Bidder's past supply chain management practices:

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐

3.3.1	If so, furnish particulars:		
3.4	Does the Bidder relate to any VUKA employee or part of VUKA current or past staff (employee) establishment?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
3.5.1	If so, furnish particulars:		

I, (print name)
certify that the information, facts and representations are correct and that I am duly
authorized to sign on behalf of the company.

I accept that, in addition to cancellation of a contract, action may be taken against me should
this declaration prove to be false.

Name of Company

Company Registration Number

Company VAT Registration Number

.....
Signature

.....
Date

Annexure 4 – Declaration of Interest

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid
document? YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the VUKA who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? The VUKA reserves the right to undertake further background checks on any other company where partners, shareholders or any interested party of the bidder may be involved in and to consider any findings in this regard as part of its vetting processes. YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

1. DECLARATION

I, the undersigned (Full Name)

certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the VUKA may reject the bid or act against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Annexure 5 – Shareholders and Directors Information

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

5.1 Current Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

5.2 Black Shareholders/ Members as per the B-BBEE Certificate

Name of the shareholder	ID Number	Race	Gender	% shares
Total Black Shareholding % as per the current and valid B-BBEE Certificate				

5.3 Directors

Name of the shareholder	ID Number	Race	Gender

I, the undersigned (Full Name)
certify that the information furnished above is correct.

.....
Signature

.....
Date

Annexure 6 – Pricing Schedule

The bidder must prepare/complete the Pricing Schedule below which must be submitted with the bid response as part of Returnable Schedule 1:

6.1 Proposed Rates

The bidder must indicate their standard rates:

No.	Name of Resource/ Expert	Designation	Years of Experience	Hourly Rate (VAT Excl.)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

6.2 Proposed Retainer

The bidder must indicate their recurring proposed quarterly retainer fee for availability and support:

Recurring Quarterly Retainer Fee: _____
(Amount VAT Excl.)

Client' Name	Project description	Project Cost	Project period (Start Dates)	Project period (End Dates)	Description of the service provided i.e. challenges, how the client interacted with the service

Table (B): Details of the key personnel of the bidders' proposed team for the service categories the bidder is bidding for:

Name	Position	Qualifications	Professional registration with applicable body	Role / Duties in this Project	Relevant Project Experience	
					Project description, Client, Project period	Project Cost

Table (C): Details of the bidder's current and past experience in working with youth entrepreneurs

Client' Name	Project description	Project Cost	Project period (Start Dates)	Project period (End Dates)	Description of service performed i.e. client's challenge/problem, how the bidder intervened, what the outcome of the intervention was	Name, title and telephone contact of client

Annexure 8 – Specifications

The Business Support Programme requires the services of suitably experienced service providers to render services in the below mentioned categories

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
General Business Support	- Assist prospective clients with enhancement of their business plans - Provide managerial advice to existing clients in all management functions (general management, strategy, marketing, human capital, operations, financial management, etc.) to enhance their performance and promote sustainability - Business set-up and development - Business simulation and training	GEN/1000
Functional Management Areas	Bidders must specify which functional areas they are applying for and provide evidence of experience. - Corporate governance - Policy development - Process development and mapping - Business strategy development - Business diagnosis - Business Turnaround strategy and implementation - Business process reengineering - Productivity improvement (Kaizen and 5S activities) - Quality certification or accreditation - Change management - Human capital - Leadership team development - Leadership competency assessment - Board and management strategic effectiveness alignment - Board and senior management evaluation - Financial, management and cost accounting - Financial Management - Preparation and auditing of financial statements - Enterprise Resource Planning (ERP) systems provision, installation and training - Information Technology support systems provision, installation and training - Marketing strategy development and implementation - Market research/studies and market analysis - Business and market development - Development and implementation of sales framework (sales planning, strategy, forecasting, monitoring, establishment of distribution networks etc.) - Expertise in penetrating export markets - Expertise in commercialising and managing new innovations	FUN/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Mentorship and Coaching	• Agree on the mentorship objectives with the mentee • Handhold, guide and direct the mentee towards achieving agreed objectives • Provide support and opportunities for development, and help the mentee to address issues and challenges identified • Impart knowledge and skill to help the mentee grow and fulfil his/her potential • Bring in coaches on an ad-hoc basis to impart knowledge and skills to the mentee within specific disciplines • Maintain a medium to long-term developmental relationship with the mentee until mentorship objectives are achieved	MEN/1000
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
Agro-processing and Agriculture	• Animal farming and dairy farming • Poultry farming & hatchery • Growing of crops combined with farming of animals • Agricultural and animal husbandry services • Forestry and related services • Logging and related services • Ocean and coastal fishing • Fish hatcheries and fish farms • Production, processing & preserving of meat • Processing and preserving of fish & fish products • Processing and preserving of fruit and vegetables • Vegetable and animal oils and fats • Manufacture of dairy products • Grain mill products • Manufacture of starches and starch products • Prepared animal feeds • Bakery products • Sugar, including golden syrup and castor sugar • Cocoa, chocolate and sugar confectionery • Macaroni, noodles, couscous and farinaceous products • Distilleries and wineries • Beer and other malt liquors and malt • Soft drinks; production of mineral waters	AGRO/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
Basic Metals and Mining	• Mining of coal and lignite • Mining of gold and uranium ore • Mining of metal ores, excl. gold and uranium • Mining of iron ore • Chrome mining • Copper mining • Manganese mining • Platinum group metals • Other metal ore mining, except gold and uranium • Other mining and quarrying • Dimension stone (granite, slate and wonder stone) • Other stone quarrying; stone crushing and clay pits • Mining of diamonds including alluvial diamonds • Mining of chemical and fertilizer minerals • Services incidental to mining of minerals • Basic iron and steel • Basic precious and non-ferrous metals • Casting of iron and steel • Casting of non-ferrous metals • Structural metal products • Forging, pressing, stamping & roll-forming of metal • Cutlery, hand tools and general hardware • Other fabricated metal products • Mineral testing laboratory services	BMM/1000
Basic and Specialty Chemicals	• Extraction of crude petroleum and natural gas • Services incidental to oil and gas extraction • Manufacture of coke oven products • Petrol, lubricating oils and greases, from crude oil • Petrol, lubricating oils and greases, from coal • Petrol, lubricating oils, greases, from natural gas • Lubricating oils and greases from organic products • Compounded and blended lubricating oils and grease • Other petroleum/synthesized products • Processing of nuclear fuel • Basic chemicals, except fertilizers • Fertilizers and nitrogen compounds • Plastics in primary form and synthetic rubber • Specialty chemicals manufacture processes	BSC/1000
Clothing & Textiles	• Preparation, spinning and weaving of textile fibre • Finishing of textiles • Made-up textile articles, except apparel • Carpets, rugs and mats • Cordage, rope, twine and netting • Other textiles • Knitted and crocheted fabrics and articles • Wearing apparel, except fur apparel • Tanning and dressing of leather • Luggage, handbags, saddlery and harness • Manufacture of footwear	TEXTILES/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
Heavy Manufacturing	• Sawmilling and planning of wood • Veneer sheets, plywood, laminboard, particle board • Manufacture of builders' carpentry and joinery • Manufacture of wooden containers • Other wood, cork, straw and plaiting products • Manufacture of pulp, paper and paperboard • Corrugated paper, paperboard, paper containers • Other articles from paper and paperboard • Rubber tyres and tubes; retreading and rebuilding • Other rubber products • Glass and glass products • Non-structural non-refractory ceramic ware • Refractory ceramic products • Structural non-refractory clay & ceramic products • Cement, lime and plaster • Articles of concrete, cement and plaster • Cutting, shaping and finishing of stone • Other non-metallic mineral products • Recycling of non-metal waste	HEAVYMAN/1000
Chemical Products & Pharmaceuticals	• Pesticides and other agro-chemical products • Paints, varnishes and similar coatings • Pharmaceuticals, medicinal chemicals, botanical products • Soap, detergents, perfumes and toilet preparations • Other chemical products • Manufacture of man-made fibres • Manufacture of plastic products	CPP/1000
Machinery & Equipment	• Tanks, reservoirs and similar containers of metal • Manufacture of steam generators • Engines and turbines, except aircraft and vehicle • Pumps, compressors, taps and valves • Bearings, gears, gearing and driving elements • Ovens, furnaces and furnace burners • Manufacture of lifting and handling equipment • Other general-purpose machinery • Agricultural and forestry machinery • Manufacture of machine tools • Machinery for metallurgy • Mining, quarrying and construction machinery • Machinery for food, beverage and tobacco processing • Machinery for textile, apparel & leather production • Other special purpose machinery • Manufacture of household appliances • Electric motors, generators and transformers • Electricity distribution and control apparatus • Manufacture of insulated wire and cable • Accumulators, primary cells and primary batteries • Manufacture of other electrical equipment	MACHEQU/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
Light Manufacturing & Tourism	• Electric lamps and lighting equipment • Office, accounting and computing machinery • Radio, television and communication equipment • Electronic valves and tubes and other components • Manufacture of television- and radio transmitters • Manufacture of television and radio receivers • Medical & surgical equipment, orthopaedic appliance • Measuring, checking, testing and navigating appliance • Industrial process control equipment • Optical instruments and photographic equipment • Watches and clocks • Furniture • Manufacture of jewellery • Musical instruments • Sports goods • Games and toys • Other manufacturing • Hotels, camping sites and other short-stay accommodation	LMANT/1000
Automotive & Transport Equipment	• Manufacture of motor vehicles • Motor vehicle bodies; trailers and semi-trailers • Manufacture of motor parts and accessories • Building and repairing of ships • Building & repairing of pleasure & sporting boats • Railway and tramway locomotives • Aircraft and spacecraft • Motor cycles • Bicycles and invalid carriages • Other transport equipment	AUTOMOTIVE1000
Industrial Infrastructure	• Cargo handling • Sea and coastal water transport • Transport via pipelines • Storage and warehousing • Other supporting transport activities • Telecommunication	INDUSTRIALIN/1000
Media and Motion Pictures	• Motion picture production and distribution • Motion picture • Radio and television activities • Script review • Budget analysis • Review of newly completed films i.e. edit and post production • Producer and Director mentors • Script editing assistance of putting the film together • Other entertainment activities	MEDIA/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
New Industries	The following services may be required in businesses at various stages of maturity (from start-up through to growth-stage), in a variety of new industries (as per the New Industries Strategic Business Unit's focus areas) and across the value chains of those new industries: - Assisting the CEO and/or other executive management team members in effectively managing their business (or any specific function within the business) from a tactical (day-to-day) and/or strategic perspective - Advising / coaching them on how to perform these functions themselves; - Implementing training / up-skilling interventions for the CEO /executive management team members as required.	NEWIND/1000
Socio Economic Development	Appointed service providers to be included in the panel of consultants must possess the following: - A legally registered company in terms of South African legislations. - The Company must have Professional lawyers, hands on experience on facilitation of the formation and registration of Trusts, Co-operatives and any similar entities. - Facilitation skills; - Presentation skills; - Ability to communicate with different Official languages; - Willing to travel extensively and work with workers in different economic structures; - Interpersonal skills; - In-depth understanding of community and employee ownership - Knowledge of employee / workers / community structures; - Experience of working with employees /workers / communities; - Ability to conduct socio economic needs / community profiling etc. - Ability to conduct research in the field of employee and community ownership - Ability to understand various business sectors; - Training experience with regard to Trust Management, financial management and Co-operatives Management Structures;	SED/1000

SERVICE CATEGORIES	SCOPE OF SERVICES	CODES
Industry, sector and sub-sectoral expertise is required in the below mentioned categories:		
Workout & Restructuring	• Crisis Stabilization or short-term survivability • Longer term viability based on high level industry specific assumptions • Detailed turnaround plan or restructuring solution • Vast financial restructuring expertise. • Recovering • Business rescue • Restructuring solutions • Complex turnaround management of distressed companies • Turnaround expert with proven track record in fund management and ability to raise funding for distressed companies • Members of an accredited turnaround body such as TMA, SARIPA or Business Rescue Practitioners • Knowledge of PFMA will be an added advantage	W&R/1000
Environmental, Health & Safety	• Environmental and/or Social Impact Assessments (EIAs) • Safety Health and Environmental Assessments. • Health and Safety Programs Implementation (OHS Act Compliance) • Energy Efficiency Audit • Greenhouse gas emission assessments (disclosure and/or carbon tax) • Water consumption assessments • Water Quality Testing Service	EHS/1000

Annexure 9 – BEE Commitment Plan

The Vuka Trade and Enterprise Development Agency encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the B-BBEE Contribution Level status that is in accordance with a valid B-BBEE certificate.

Bidders are therefore required to submit a B-BBEE improvement plan in view of B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

Annexure 10 – Service Level Agreement (SLA)

Bidders must refer to annexure 10 attached as a separate document. The SLA must be completed and submitted together with the returnable documents as mentioned in schedule one of the bid document.

SERVICE LEVEL AGREEMENT

between

[INSERT NAME]

Registration Number: **[INSERT]**

("the Service Provider")

and

VUKA TRADE AND ENTERPRISE DEVELOPMENT AGENCY

a specialized joint venture of the Development Bank of Southern Africa (DBSA) and the Industrial Development Corporation (IDC)

1. INTERPRETATION

1.1 In this Agreement:

1.2 clause headings are for convenience and shall not be used in its interpretation;

1.3 unless the context clearly indicates a contrary intention;

1.3.1 an expression which denotes:

1.3.1.1 any gender includes the other genders;

1.3.1.2 a natural person includes any artificial person and vice versa;

1.3.1.3 the singular includes the plural and vice versa;

1.3.2 the following expressions shall bear the meanings as assigned to them below and cognate expressions bear corresponding meanings:

1.3.2.1 "*Agreement*" means this Service Level Agreement which outlines the terms and conditions, the TOR, any annexures hereto and amendments reduced to writing and signed by both parties;

1.3.2.2 "*Contract Fee*" means the fee stipulated in clause 3.1 of this Agreement;

1.3.2.3 "*Parties*" means the Service Provider and VUKA; as they are described on the first page of the Agreement and conducting business at the address set out in 18 below; and

1.3.2.4 "*Scope of Work or Service/s*" means the work to be performed by the Service Provider, which is set out in detail in Annexure "A";

1.3.2.5 "*RSA*" means Republic of South Africa;

1.3.2.6 "*Signature Date*" means the date on which this Agreement is last signed by the Parties.

1.3.2.7 "*ToR*" means the Terms of Reference as contained in the Request for Proposal or Quotation, as advertised.

1.3.2.8 "*VAT*" means the Value Added Tax in terms of the Vat Act No. 89 of 1991;

1.3.2.9 "*VAT Act*" means the Value Added Tax No. 89 of 1991.

1.3.3 Words and expressions defined in the body of this Agreement and not in 1.3.2 shall bear the meanings assigned to them in such definition throughout this Agreement.

1.3.4 When a number of days are prescribed in this Agreement, such number shall be reckoned exclusively of the last day. Unless the last day falls on a Saturday, Sunday or public holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. DELIVERY OF SERVICE AND LIABILITY

2.1 The Service Provider shall exercise all reasonable skill, care and diligence in the execution of the Services and shall carry out all its obligations in accordance with international professional standards. The Service Provider shall in all professional matters act as a faithful advisor to the VUKA and, in so far as any of its duties are discretionary, act fairly between the VUKA and third parties.

2.2 The Service Provider hereby accepts liability for and indemnifies the VUKA against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities, caused by the negligence of the Service Provider and/or its employees of their duties and obligations under this Agreement, in delict for breach of statutory duty or otherwise.

2.3 The VUKA shall not be liable for any losses, damages, costs, claims and demands which the Service Provider may incur or sustain whilst carrying out or providing the Services contemplated in this Agreement.

2.4 Neither Party shall be liable to the Other Party in respect of any claim for loss or damage arising from acts of war or terrorism, nuclear or radioactive emissions, any incidence of toxic mould, or from or related to asbestos

2.5 The Service Provider hereby indemnifies the VUKA from any liability arising or alleged to arise out of any failure of the goods and/or Services to conform to any laws, orders, regulations, requirements or standards. The Service Provider shall bear any cost of inspection of the goods and/or Services if so required by any law and/or regulation.

2.6 Unless otherwise provided in any further written Agreement, neither Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, including without limitation, loss of use or lost business, revenue, profits, anticipated savings, reputation or goodwill arising in connection with the contracted work.

2.7 Nothing in these Terms and Conditions shall restrict either Party's liability for:

2.7.1 Fraud; or

2.7.2 Death or personal injury caused by its negligence or intentional or willful act;

2.7.3 Damage to real or tangible personal property caused by its negligence or intentional or willful misconduct; or

2.7.4 Any breach of obligations under these Terms and Conditions in respect of confidentiality and intellectual property; or

2.7.5 Any other liability that cannot be excluded by law.

2.8 Subject to clause 2.7, the overall cumulative liabilities of each Party in respect of direct losses arising under or in connection with this Agreement shall not exceed twice the Estimated Contract Fee.

2.9 The Service Provider undertakes to take up third party liability insurance cover, which includes cover for the Services to be undertaken under this Agreement.

3. PAYMENT OF CONTRACT FEE

3.1 VUKA shall pay the Service Provider the Contract Fee, which fee shall be based on the provisions of Annexure "B" hereto, after the delivery of the services.

3.2 All tax invoices of the Service Provider shall contain the VUKA's VAT number, the Service Provider's VAT number, if applicable, and the address of both Parties.

3.3 Payment shall be made within 30 (thirty) days upon receipt of an original tax invoice(s) furnished by the Service Provider, in accordance with the delivery and approval of services rendered in line with the provisions of Annexure "A".

3.4 All money due to the Service Provider shall be paid into the Service Provider's bank account, which bank account details shall be confirmed by the relevant bank and submitted to the VUKA, on the bank's letterhead or with a bank's stamp.

3.5 The Service Provider shall endeavor to register for VAT, if not registered on the Commencement Date, within 6 months from the Signature Date.

4. CHANGE IN SCOPE OF WORK

If any circumstances arise during the currency of this Agreement, which necessitate the rendering of additional services to those recorded in Annexure "A", then the scope of services can be varied by written agreement of the Parties, as follows: -

4.1 The Service Provider will submit pricing and a schedule impact for the proposed variations.

4.2 Unless agreed by the parties, the Service Provider shall not be required to commence additional work until receiving written approval from VUKA.

5. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the Service Provider while rendering Services in terms of Annexure "A", shall become the property of VUKA, unless such property was owned by the Service Provider prior to conclusion of this Agreement.

6. CONFIDENTIALITY

6.1 All information, however communicated or recorded and whatever form it takes, provided by the VUKA to the Service Provider in connection with this Agreement shall be for the Service Provider's exclusive use and may not be divulged by the Service Provider to any natural or legal person (save as may be required under this Agreement or by the nature of the concept), in which case either party shall ensure that such person undertakes to be bound by the terms similar to this clause. Such action shall not be taken without the prior written consent of VUKA, which consent shall not be unreasonably withheld.

6.2 The restrictions referred to in clause 6.1 shall not apply to information which:

6.2.1 is now in or hereafter enters the public domain other than as a result of a breach by one party of its obligations in terms of this clause 6;

6.2.2 is known to one party prior to disclosure by the other to it or independently developed by it; and

6.2.3 is disclosed in good faith to it by a third party legally entitled to disclose same.

7. COMMENCEMENT AND TERMINATION

7.1 Notwithstanding the date of signature of this Agreement, it shall be deemed to have commenced on the Commencement Date set out in Annexure “C” and shall also come to an end on the Termination Date set out in Annexure “C”.

7.2 This Agreement may be terminated by either party, on giving of 30 (thirty) days written notice, terminating this agreement.

7.3 Unless terminated in terms of clause 7.2, Termination Date of this agreement shall not excuse/absolve any party of their obligations of arising out of this Agreement, which will remain due to the relevant party, unless the Parties agree otherwise. The Service Provider shall remain liable for delivery of the services recorded in Annexure “A”, despite termination of this Agreement, until such services have been delivered to the satisfaction of VUKA or the Parties agree otherwise.

7.4 Within 30 (thirty) days of receipt of any notice of cancellation/termination of this Agreement by any of the parties, the Service Provider shall deliver to VUKA all reports and other related documentation.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unfavorable for any reason, such provision shall be deemed to be pro non-scripto but without affecting, injuring or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties in regard to the subject hereof. It is expressly agreed that the ToR is included in this Agreement.

10. AMENDMENTS

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by the parties.

11. ASSIGNMENT

The rights and obligations under this Agreement are personal to each of the parties and, save as provided in this Agreement, may not, without the prior written consent of the other party be assigned to any other person.

12. GOVERNING LAW

All matters arising from or in connection with this Agreement, its validity, existence or termination shall be determined in accordance with the laws of the Republic of South Africa.

13. ARBITRATION

At the option of either party, any dispute arising out of this Agreement shall be submitted to and determined by arbitration under the rules of Arbitration Foundation of South Africa. The venue for arbitration will be Johannesburg, South Africa.

14. FORCE MAJEURE

14.1 If any party fails to perform its obligations in terms of this Agreement because of an event beyond its reasonable control, that party will not be liable, subject to the terms of this clause, for any loss or damage resulting from its non-performance. Events beyond a party's reasonable control will include one or more of the following:

14.1.1 events recognized as casus fortuitis acts of God;

14.1.2 epidemic, flood, earthquake or like natural disaster;

14.1.3 To avoid liability for non-performance, the defaulting party must notify the other parties of the nature of the event and the commencement date thereof within 14 (fourteen) days of the event coming to the knowledge of the defaulting party. The defaulting party must also notify the other parties within 14 (fourteen) days of the event ending.

14.1.4 If the event of the force majeure subsists for more than 90 (ninety) consecutive days, any party will have the right to terminate this Agreement. The remaining parties or party, as the case may be, will be entitled to complete the Scope of Work exclusive of the terminating party or parties with no obligation to such terminating party or parties. If the Scope is preceded with, the terminating party or parties will make all reasonable efforts to assign to the remaining party all its rights, titles and interests in and to the Scope of Work, including any contracts with third parties related to the Scope of Work.

15. BREACH

Should any party breach any provision of this Agreement ("the defaulting party") and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party ("the aggrieved party") requiring it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or at law, to cancel this Agreement without notice or to claim immediately specific performance, in either event, without prejudice to the aggrieved party's right to claim damages.

16. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall submit a statement of all outstanding payments credit notes issued and payments made. Such statements shall also contain the order number, the details and the date of the transaction, the invoice number remittance number and credit note details.

17. NON-EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the parties. In the circumstances both parties shall be free to embark on potential terms of reference with other parties.

18. DOMICILIUM

18.1 For the purpose of this Agreement, the parties choose domicilium citandi et executandi as follows:

-

18.1.1 The Service Provider shall provide its address and, telephone number and fax number in Annexure "C"; and

18.1.2 VUKA at 272 Lenchen Avenue, Lakefield Office Park, Building A, Die Hoewes, Centurion, South Africa.

18.2 All notices to be given in terms of this Agreement shall be presumed to be received, until proved to the contrary.

18.3 Each party may, by notice in writing to the other party, alter its addresses set out in this Agreement.

19. CONFLICT OF INTEREST AND CORRUPTION

19.1 The Service Provider warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than VUKA), the Service Provider shall immediately give written notice of the conflict of interest, or the risk of it, to VUKA.

19.2 The Service Provider shall take all reasonable measures to ensure that its employees do not engage in any activity or obtain any interest that is in conflict with providing Services to VUKA fairly and independently. The Service Provider shall immediately give written notice of any conflict of interest relating to the activities of interest of any of its employees, agents or subcontractors to VUKA.

19.3 If the VUKA is given notice of a conflict of interest as required above or the Service Provider breaches any provision of this clause 19, the VUKA may, at its own discretion, terminate this Agreement by giving the Service Providers 30 (thirty) days or less, written notice to that effect.

19.4 No Party to this Agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that is illegal under any applicable laws or regulations.

19.5 No Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

19.5.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of the VUKA, state-owned enterprise or any subdivisions/subsidiary thereof, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official");

19.5.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

19.5.3 influence any official act or decision, or;

19.5.4 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;

19.5.5 induce an Official to use his or her influence to affect or influence a decision or act of the VUKA, or;

19.5.6 assist the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;

19.5.7 to obtain or secure an unfair or improper advantage for the Parties in any respect.

19.6 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Agreement.

19.7 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

20. BEE STATUS

20.1 In instances where the Service Provider's B-BBEE levels are higher than a Level 4 with Empowering Supplier Status it shall endeavour to maintain its current B-BBEE level. In instances where a decrease in the B-BBEE levels is envisaged, such a decrease should not be lower than a B-BBEE Level 4 with Empowering Supplier Status.

20.2 The VUKA shall also further reserve the right to, at any time, review the minimum levels and the Service Provider shall agree to a B-BBEE commitment plan to ensure that the requisite B-BBEE levels are met and/or maintained during the tenure of this Agreement.

20.3 In instances where a lapse below a B-BBEE Level 4 occurs, the Service Provider will identify the gaps and provide a commitment plan linked to specified timelines to achieve the minimum levels or to improve thereon.

21. REPRESENTATION

21.1 The VUKA has assigned a Representative, in Annexure "A", to co-ordinate and provide overall guidance in terms of strategy, policy standards and priorities as deemed appropriate for the provision of the Services by the Service Provider and as a single point of contact.

21.2 The Service Provider shall appoint a Representative, from the Commencement Date and provide contact details of such Representative within 7 days therefrom, who shall have overall responsibility for managing and coordinating the performance of the Service Provider's obligations under this Agreement and who will have the authority to act for and on behalf of the Service Provider in respect of all matters relating to this Agreement.

22. PUBLIC STATEMENTS

The Service Provider is prohibited from making any presentations, representations, public comment, publication or advertisement that mentions the VUKA's relationship to the Service provider, without the prior written approval of VUKA and shall not use any of VUKA's logos or trade marks on its own publications or anywhere without the VUKA's prior written approval.

23. SUBCONTRACTING

The Service Provider shall not subcontract all or any portion of the Service set out in Annexure "A", without VUKA's prior written consent, which shall not be unreasonably withheld.

24. COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all relevant laws, which may change from time to time, and the requirements of any statutory authority in performing Services set out in Annexure "A". The Service

Provider undertakes to provide VUKA with a valid South African Revenue Services tax clearance certificate throughout the duration of this Agreement.

25. RIGHT TO AUDIT

25.1 The Service Provider shall establish and maintain a reasonable accounting system that enables the VUKA to readily identify the Service Provider's assets, expenses, costs of goods, and use of funds in relation to the Service.

25.2 The VUKA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Service Provider, including, but not limited to those kept by the Service Provider, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled cheques; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance certificates (and, if permitted by the Services Provider's insurers at the time, suitable documents) ; payroll documents; timesheets; memoranda; and correspondence.

25.3 The Service Provider shall, at all times during the term of this Agreement and for a period of 5 (five) years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials.

25.4 The Service Provider shall at any time requested by the VUKA, whether during or after completion of this Agreement, and at the Service Provider's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the VUKA. Such records shall be made available to the VUKA during normal business hours at the Service Provider's office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the VUKA.

25.5 The Service Provider shall ensure that the VUKA has these rights with the Service Provider's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Service Provider and any subcontractors to the extent that those subcontracts or Agreements relate to fulfilment of the Service Provider's obligations to the VUKA.

25.6 Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the VUKA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Service Provider to the VUKA in excess of one-half of one percent (.5%) of the total contract billings, the Service Provider shall reimburse the VUKA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the VUKA may recoup the costs of the audit work from the Service Provider. Any adjustments and/or payments that must be made as a result of any such auditor inspection of the Service Provider's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the VUKA's findings to the Service Provider.

SIGNED at on 2025

For:

SERVICE PROVIDER

MEMBER/DIRECTOR

who warrants that he/she is duly authorised thereto

SIGNED at on 2025

For:

VUKA TRADE AND ENTERPRISE DEVELOPMENT AGENCY

who warrant that they are duly authorised thereto

ANNEXURE "A"

THE SCOPE OF WORK

(As per the tender document)

The VUKA shall be entitled to request the bidder to perform ad hoc services which does not form directly part of the Scope of Work,

ANNEXURE "B"

COST PROPOSAL

In line with the accepted Cost Proposal

ANNEXURE "C"

DETAILS OF SERVICE PROVIDER

Physical Address:		
Postal Address:		
Telephone Number:		
Email:		
Contact Person:		
Facsimile Number:		
Bank Details	Bank:	
	Account Holder:	
	Account Number:	
	Branch:	
	Branch Code:	
Commencement Date:		
Termination Date:		
Estimated Contract Fee		
BBB-EE Status		

ANNEXURE "D"

Company Resolution Authorising a Company Signatory